

COMMONWEALTH OF MASSACHUSETTS
WORCESTER COUNTY
Public Docket Report

Case 4:17-cv-40100-DHH Document 19 Filed 07/19/17 Page 1 of 182

1785CV00763 Smith, William Howard et al vs. HSBC Bank USA, National Association Trustee for Fremont
Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E et al

CASE TYPE:	Equitable Remedies	FILE DATE:	05/10/2017
ACTION CODE:	D03	CASE TRACK:	F - Fast Track
DESCRIPTION:	Injunction		
CASE DISPOSITION DATE		CASE STATUS:	Open
CASE DISPOSITION:	Pending	STATUS DATE:	05/10/2017
CASE JUDGE:		CASE SESSION:	Civil B

LINKED CASE

DCM TRACK

Tickler Description	Due Date	Completion Date
Service	08/08/2017	
Rule 12/19/20 Served By	09/07/2017	
Rule 15 Served By	09/07/2017	
Answer	09/07/2017	
Rule 15 Filed By	10/10/2017	
Rule 12/19/20 Filed By	10/10/2017	
Rule 12/19/20 Heard By	11/06/2017	
Rule 15 Heard By	11/06/2017	
Discovery	03/06/2018	
Rule 56 Served By	04/05/2018	
Rule 56 Filed By	05/07/2018	
Final Pre-Trial Conference	09/04/2018	
Judgment	05/10/2019	

PARTIES

Plaintiff

Smith, Lauren

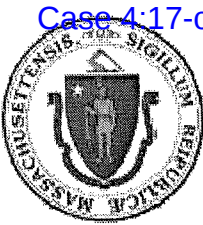
652202

Michele Unger Callahan
Massachusetts Bar
19 Pierce Ave
Ste. C PMB #19
Fitchburg, MA 01420
Work Phone (617) 417-7584
Added Date: 05/10/2017



COMMONWEALTH OF MASSACHUSETTS
WORCESTER COUNTY
Public Docket Report

Plaintiff Smith, William Howard	Michele Unger Callahan Massachusetts Bar 19 Pierce Ave Ste. C PMB #19 Fitchburg, MA 01420 Work Phone (617) 417-7584 Added Date: 05/10/2017	652202
Defendant Fremont Investment & Loan		
Defendant David Gallant, Jr. Also known as David W. Gallant, Jr.		
Defendant HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E	Samuel C. Bodurtha Hinshaw & Culberston LLP Hinshaw & Culberston LLP 28 State St 24th Floor Boston, MA 02109 Work Phone (617) 213-7000 Added Date: 07/10/2017	665755
Defendant HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Home Loan Trust 2006-E	Matthew Ryan Shechtman Hinshaw & Culbertson LLP Hinshaw & Culbertson LLP 28 State St 24th Floor Boston, MA 02109 Work Phone (617) 213-7000 Added Date: 07/10/2017	678523
Defendant HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E		



COMMONWEALTH OF MASSACHUSETTS
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Defendant Mortgage Electronic Registration Systems, Inc.	
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PARTY CHARGES

#	Offense Date/ Charge	Code	Town	Disposition	Disposition Date

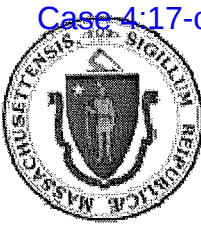
EVENTS

Date	Session	Event	Result	Resulting Judge
05/16/2017	Civil B	Hearing on Preliminary Injunction	Rescheduled	Tucker
05/25/2017	Civil B	Hearing on Preliminary Injunction	Canceled	Tucker

FINANCIAL SUMMARY

	Fees/Fines/Costs	Assessed	Paid	Dismissed	Balance
Total		503.85	503.85	0.00	0.00

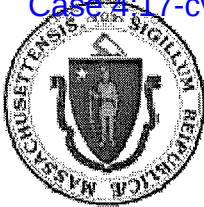
Deposit Account(s) Summary	Received	Applied	Checks Paid	Balance
Total				



WORCESTER COUNTY
Public Docket Report

INFORMATIONAL DOCKET ENTRIES

Date	Ref	Description	Judge
05/10/2017		Attorney appearance On this date Michele Unger Callahan, Esq. added for Plaintiff William Howard Smith	
05/10/2017		Attorney appearance On this date Michele Unger Callahan, Esq. added for Plaintiff Laureen Smith	
05/10/2017		Case assigned to: DCM Track F - Fast Track was added on 05/10/2017	
05/10/2017	1	Original civil complaint filed.	
05/10/2017	2	Civil action cover sheet filed.	
05/10/2017	3	Plaintiffs William Howard Smith, Laureen Smith's EX PARTE Motion for Temporary Restraining Order	
05/10/2017	4	Affidavit of William Howard Smith and Laureen Smith	
05/10/2017		Endorsement on Motion for Temporary Restraining Order (#3.0): ALLOWED Temporary Restraining Order allowed until May 16, 2017 parties to appear on that date for hearing.	Reardon
05/15/2017		Event Result: The following event: Hearing on Preliminary Injunction scheduled for 05/16/2017 02:00 PM has been resulted as follows: Result: Rescheduled Reason: Request of Plaintiff	Tucker
05/15/2017		The following form was generated: Notice to Appear Sent On: 05/15/2017 10:49:29	
05/15/2017	5	Plaintiffs William Howard Smith, Laureen Smith's Motion for Continuance of May 16, 2017 Hearing	
05/15/2017		Endorsement on Motion for Continuance of May 16, 2017 Hearing (#5.0): ALLOWED Notices mailed 5/15/17	Tucker
05/24/2017		Event Result: The following event: Hearing on Preliminary Injunction scheduled for 05/25/2017 02:00 PM has been resulted as follows: Result: Canceled Reason: Request of Plaintiff	Tucker
06/16/2017	6	Plaintiffs William Howard Smith, Laureen Smith's Motion to File An Amended Complaint	
06/16/2017	7	Temporary Restraining Order, returned SERVED Agent person in charge 6/8/17 Applies To: HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E (Defendant)	



COMMONWEALTH OF MASSACHUSETTS
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 Public Docket Report

06/22/2017		Endorsement on Motion to File an Amended Complaint (#6.0): ALLOWED As a matter of right prior to a responsive pleading being filed. Notices mailed 6/23/17	Tucker
06/22/2017	8	Amended: original complaint filed by William Howard Smith, Lauren Smith	
07/10/2017	9	Notice of Removal to the United States District Court filed by Applies To: HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E (Defendant)	
07/10/2017		Attorney appearance On this date Matthew Ryan Shechtman, Esq. added for Defendant HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E	
07/10/2017		Attorney appearance On this date Samuel C. Bodurtha, Esq. added for Defendant HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E	
07/14/2017		General correspondence regarding copies for removal) mailed out 7-14-17	

A true copy by photostatic process

Attest: *[Signature]*
 Dep Asst. Clerk

HINSHAW

& CULBERTSON LLP

ATTORNEYS AT LAW

28 State Street
24th Floor
Boston, MA 02109

617-213-7000
617-213-7001 (fax)
www.hinshawlaw.com

July 12, 2017

RECEIVED

JUL 14 2017

**CLERK OF COURTS
WORCESTER COUNTY**

VIA FIRST CLASS MAIL

Civil Clerk's Office
Attention: Christine
Worcester Superior Court
225 Main Street
Worcester, MA 01608

**Re: William Howard Smith and Laureen Smith
vs. HSBC Bank USA, National Association, as Trustee
Worcester Superior Court Civil Action No. 1785CV00763B**

Dear Christine

Pursuant to our telephone conversation, enclosed is a check in the amount of \$133.85 in payment of a certified/attested copy of the Worcester Superior Court records and docket entries for purposes of removal of the action to the federal court.

Please call me with any questions. Thank you for your courtesy in this matter.

Very truly yours,

HINSHAW & CULBERTSON LLP



Matthew R. Shechtman
mshechtman@hinshawlaw.com

MRS:lg
Enclosure

*Copies sent
7/14/17 - CC*

Account: \$133.85
 Check Number: 3402903
 Receipt Number: 14100
 July 14 2017 01:24 PM
 BANK OF AMERICA
 WORCESTER COUNTY
 FOR DEPOSIT ONLY

Retain for Proof of Payment
 Worcester County
 225 Main Street
 Worcester MA 01608

Receipt 14100 Date
 07/14/2017

Case Number 1785CV00763
 Description 1785CV00763 Smith, William
 Howard et al vs. HSBC Bank USA, Nationa
 l Association Trustee for Fremont Home L
 oan Trust 2006-E Mortgage-Backed Certifi
 cates, Series 2006-E et al
 Received From Callahan, Esq., Michele Un
 ger

On Behalf Of Smith, William Howard

Payment Type	Amount	Reference
Check	133.85	3402903
Applied Type	Amount	
Certificates/Copies/Summons	133.85	

Change .00
 Balance Due .00
 Clerk CONNIEC Trans Date 0
 7/14/2017 01:24 PM
 Comments

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT

WILLIAM HOWARD SMITH and
LAUREEN SMITH,

Plaintiffs,

v.

HSBC Bank USA, National Association,
as trustee for Fremont Home Loan Trust
2006-E Mortgage-Backed Certificates,
Series 2006-E

Defendant(s)

CIVIL ACTION

NO.: 17-07636

FILED
MAY 10 2017

ATTEST: *[Signature]* CLERK

COMPLAINT

Background

1. Plaintiffs, William Howard Smith and Laureen Smith ("Plaintiffs") are residents and rightful owners of 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts by deed from Elida Wood, as life tenant, and Charles K. Wood, a/k/a Charles Kenneth Wood to William Howard Smith dated September 26, 1980 and recorded on September 26, 1980 at the Worcester County Registry of Deeds, Book 7070, Page 73, and subsequently conveyed by deed from William Howard Smith to William Howard Smith and Laureen Smith dated June 1, 1981 and recorded on June 4, 1981 at the Worcester County Registry of Deeds, Book 7244, Page 293.

2. Defendant, HSBC Bank USA, National Association, as trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E ("Defendant") is the mortgage lender foreclosing on the mortgage from Mortgage from David Gallant, Jr. to MERS as nominee

for Fremont Investment & Loan at Book 39759, Page 369 on 9/13/2006. The auction date is scheduled for May 10, 2017 at 12:00 PM.

3. Jurisdiction arises under M.G.L. c. 212 §3.

4. Venue is proper in this Court under M.G.L. c. 212 §4 and M.G.L. c. 214 §5.

5. Plaintiffs entered into a mortgage from William Howard Smith and Laureen Smith to GMAC Mortgage Corporation in the original principal amount of \$26,750.00, dated March 22, 2000 and recorded on March 24, 2000 at the Worcester County Registry of Deeds, at Book 22423, Page 313.

6. Plaintiffs entered into a Home Equity Line of Credit Mortgage from William Howard Smith and Laureen Smith to GMAC Mortgage Corporation in the original principal amount of \$94,800.00, dated March 22, 2000 and recorded on March 24, 2000 at the Worcester County Registry of Deeds, at Book 22423, Page 320.

7. On or around June/July 2006, Plaintiffs, William Howard Smith and Laureen Smith were struggling to make their mortgage payments. Due to the Plaintiffs' difficulties in making their mortgage payments, Plaintiffs were sought out by Allen Seymour, and as was his modus operandi, he offered the Plaintiffs the possibility of a reverse mortgage. The Plaintiffs signed preliminary documents, but after a few conversations with Seymour, the Plaintiffs did not hear from Seymour again.

8. Allen Seymour, by means of a false deed, misrepresentation and false power-of-attorney, defrauded the Plaintiffs and forged a deed to from Plaintiffs to David W. Gallant, Jr. (See Exhibits A, B, C)

9. Allen Seymour used the signatures obtained from the preliminary documentation he had obtained from Plaintiffs and created a false power-of-attorney and forged deed.

10. Allen Seymour also targeted hopeful investors. The investors were told they would be helping homeowners who were in danger of losing their homes. David W. Gallant, Jr. was the "investor" respecting the Smiths' property located at 3 Dresser Hill Road, Dudley, Massachusetts.

11. Attorney Raymond Desautels, III conducted the real estate closings for Seymour.

12. On July 25, 2006, a fraudulent closing was held and Seymour and his associates recorded a forged deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. (See Exhibit A)

13. Judith Piette was an associate of Allen Seymour and acted as Notary Public at the closing.

14. The Plaintiffs never attended a closing, and were not aware a closing had occurred until approached by the Attorney General's office with respect to its cases against Allen Seymour, Raymond Desautels, III and Judith Piette, notary public.

15. The Plaintiffs never signed a deed to David W. Gallant, Jr.

16. The forged deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. was dated July 25, 2006 and recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 366. (See Exhibit A)

17. A mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00 was recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369.

18. With respect to the mortgage from David Gallant, Jr. to MERS as nominee for Fremont Investment & Loan, the following documents have been recorded:

- a. Notice under the Servicemembers Civil Relief Act by Fremont Investment & Loan, recorded on July 9, 2007 at Worcester County Registry of Deeds, Book 41457, Page 82.
- b. Assignment of mortgage from MERS to Fremont Investment & Loan, recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 201.
- c. Complaint to Foreclose Mortgage by Fremont Investment & Loan, recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43428, Page 202.
- d. Certificate of Entry by Fremont Investment & Loan, recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 2008.
- e. Foreclosure Deed from Fremont Investment & Loan to HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206.
- f. Assignment of mortgage by Fremont Investment & Loan to HSBC Bank USA, National Association, as Trustee Under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Home Loan Trust 2006-E recorded on August 13, 2009 at Worcester County Registry of Deeds, Book 44719, Page 125.
- g. Assignment by MERS, as nominee for Fremont Investment & Loan, its successors and or assigns to HSBC Bank USA, National Association, as

Trustee for Fremont Home Loan Trust 2006-E, Mortgage Backed-Certificates, Series 2006-E at c/o Ocwen Loan Servicing, LLC recorded on October 23, 2015 at Worcester County Registry of Deeds, Book 54475, Page 395.

- h. Notice under the Servicemembers Civil relief Act by HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E recorded on November 24, 2015 at Worcester County Registry of Deeds, Book 54615, Page 275.
- i. Affidavit re. compliance with M.G.L. c. 244 § 35B by HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E, recorded on January 20, 2017 at Worcester County Registry of Deeds, Book 56635, Page 391.
- j. Affidavit re. note secured by mortgage to be foreclosed in compliance with M.G.L. c. 244, §35C by HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E, recorded on January 20, 2017 at Worcester County Registry of Deeds, Book 56635, Page 394.

19. On September 25, 2009 the Grand Jury brought the following criminal charges against Allen Seymour: Uttering of False or Forged Power of Attorney, Forgery of Power of Attorney and Inducement to Part with Property by False Pretense. (See Exhibit C)

20. On September 25, 2009, the Grand Jury brought the following criminal charge against Judith Piette: False Written Report by a Public Officer. (See Exhibits D, E)

21. On January 13, 2010 Judith Piette plead guilty to the charge against her.

22. On November 15, 2010, Allen Seymour plead entered a guilty plea to the charges against him.

23. On or around August 12, 2016 Plaintiffs received a letter from Hinshaw & Culbertson, LLP informing them of their right to appear at a future auction and bid to repurchase their property. This was the only notice the Plaintiffs had of the foreclosure until the Plaintiffs read about the foreclosure auction in the newspaper on April 6, 2017.

24. Upon learning of the foreclosure, contact was made with the Defendant to discuss the options available to the Plaintiffs. Pursuant to the communication with the Defendant and at the Defendant's request, Plaintiffs provided Identity Theft Affidavits to the Defendant on April 26, 2017. Plaintiffs were told it would take approximately thirty days to review the forms. (See Exhibits F, G)

25. On Friday afternoon, May 5, 2017, the Plaintiffs were informed that the Defendant did not intend to continue the auction and that the auction would still take place on May 10, 2017 at 12:00 PM.

26. The Defendant's unwillingness to resolve this matter has caused the Plaintiffs physical and emotional distress. Laureen Smith suffers from anxiety and has had to increase her medication. The stress has worsened her fibromyalgia, including limiting her ability to get around. Both Plaintiffs have difficulty sleeping.

COUNT I

Invalid Chain of Title

27. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 26.

28. Defendant's claim must be evidenced by proper succession in the chain of title.

29. "The record of a deed . . . or other instrument, duly acknowledged or proved as provided in this chapter, and purporting to affect the title to land, shall be conclusive evidence of the delivery of such instrument, in favor of purchasers for value without notice claiming thereunder." M.G.L. c. 183, § 5.

30. The mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00 was recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369.

31. Notice under the Servicemembers Civil Relief Act was given by Fremont Investment & Loan, recorded on July 9, 2007 at Worcester County Registry of Deeds, Book 41457, Page 82.

32. Assignment of the mortgage from MERS to Fremont Investment & Loan, was not recorded until October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 201; therefore, the subsequent Foreclosure Deed from Fremont Investment & Loan to HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206 is not valid as Notice under the Servicemembers Civil Relief Act was not effective.

33. A subsequent Assignment of mortgage was recorded by Fremont Investment & Loan to HSBC Bank USA, National Association, as Trustee Under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Home Loan Trust 2006-E recorded on August 13, 2009 at Worcester County Registry of Deeds, Book 44719, Page 125.

34. A further Assignment by MERS, as nominee for Fremont Investment & Loan, its successors and or assigns to HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage Backed-Certificates, Series 2006-E at c/o Ocwen Loan Servicing, LLC (Defendant) was recorded on October 23, 2015 at Worcester County Registry of Deeds, Book 54475, Page 395. MERS no longer held title pursuant to the Assignment of the mortgage from MERS to Fremont Investment & Loan, recorded until October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 201; therefore, MERS was unable to assign the mortgage to HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage Backed-Certificates, Series 2006-E at c/o Ocwen Loan Servicing, LLC, making invalid the Notice under the Servicemembers Civil Relief Act by HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E recorded on November 24, 2015 at Worcester County Registry of Deeds, Book 54615, page 275; the Affidavit re. compliance with M.G.L. c. 244 § 35B by HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E, recorded on January 20, 2017 at Worcester County Registry of Deeds, Book 56635, Page 391; and the Affidavit re. note secured by mortgage to be foreclosed in compliance with M.G.L. c. 244, §35C by HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E, recorded on January 20, 2017 at Worcester County Registry of Deeds, Book 56635, Page 394.

35. Pursuant to the chain of title, the Foreclosure Deed from Fremont Investment & Loan to HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E recorded

on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206 should be set aside and the foreclosure auction scheduled for May 10, 2017 at 12 PM should be stopped.

COUNT II

Forgery and Fraud

36. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 35.

37. The deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. on July 25, 2006, recorded on September 13, 2006 in consideration of \$300,000.00, recorded at Book 39769, Page 366 is null and void. A forged instrument is void and has no effect even when recorded in seemingly regular fashion in the registry of deeds. *Countrywide Home Loans, Inc. v. Bruce*, 19 LCR207 "[N]either acknowledgment nor recording could confer validity upon an invalid instrument." *Strother v. Shain*, 322 Mass. 435, 437, 78 N.E.2d 495 (1948)

38. Judith Piette's notarization of the deed was a false written report. The notary's certificate is not fatal to a claim of fraud or forgery and may be overcome with an appropriate showing. *Keville v. McKeever*, 42 Mass. App. Ct. 140, 675 N.E.2d 417 (1997); *Hale v. Hale*, 332 Mass. 329, 125 N.E.2d 142 (1955).

39. The mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00, recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369 and any subsequent Assignments, Notices, Complaints or other documents of record thereto are invalid. Any mortgage procured by presentation of a forged

deed is null and void. *Whittenberger v. Commercial Credit Corporation*, 37 Mass. App. Ct. 303, 305, 639 N.E.2d 737 (1994) Reliance of a void instrument by a third party does not confer vitality on the void instrument. *Breed v. Gardner*, 187 Mass. At 304-305. “[B]ona fide purchasers for value are not protected in the case of a forged deed. *Hobson v. Hobson*, 16 LCR 104 (2008).

COUNT III

Negligent Infliction of Emotional Distress

40. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 39.

41. The Plaintiffs are a third party beneficiary of the mortgage contract between the Defendant and David W. Gallant, Jr., as the Defendant holds a mortgage against the Plaintiffs property located at 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts, and is proceeding with a foreclosure auction against the Plaintiffs’ home. As such the Defendant has a duty to the Plaintiff.

42. **Negligence.** See *Payton v. Abbott Labs*, 386 Mass. 540. Upon learning of the foreclosure auction by means of the notice in the newspaper, the Plaintiffs contacted the Defendant to discuss a solution and to restore the Plaintiffs title. At the Defendant’s request, the Plaintiffs provided the Defendants with Identity Theft Affidavits and attachments, including, but not limited to copies of the Commonwealth’s Statements of the Case respecting the cases against Allen Seymour and Judith Piette. The Defendant was aware of the claim of forgery. The Defendant acted negligently as ordinary prudence would have required the Defendant to continue or stop the foreclosure auction and proceed with alternatives to restore the Plaintiffs to their rightful position.

43. **Emotional Distress. Causation. Physical Harm.** See *Payton v. Abbott Labs*, 386 Mass. 540. Upon learning of the foreclosure auction, the Plaintiffs became seriously distressed. Both William and Laureen have been unable to get adequate sleep since learning of the auction. Laureen suffers from fibromyalgia and her symptoms have worsened. Laureen now needs to use a walker to get around. Her doctor has increased her medication for stress.

44. **Reasonable Person Would Have Suffered Emotional Distress.** See *Payton v. Abbott Labs*, 386 Mass. 540. The Plaintiffs have nowhere to go should their home be foreclosed upon and they are evicted. They do not have the financial capability to start over some place new. If evicted, the Plaintiffs will be dependent upon family at best and face homelessness at worst. Any reasonable person would suffer emotional distress under these circumstances.

COUNT IV

Violation of the Massachusetts Consumer Protection Act and Applicable Regulations

45. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 44.

46. Defendant owes a duty to the Plaintiffs as third party beneficiaries to the contract between Defendant and David Gallant, Jr., and has violated and continues to violate the Massachusetts Consumer Protection Act, M.G.L. c. 93A, §2 and applicable regulations promulgated by the Massachusetts Attorney General pursuant to M.G.L. c. 93A, §2(c) including, without limitation:

- a. 940 C.M.R. § 3.16, in that its conduct was unfair, deceptive, oppressive, unconscionable, and contrary to public policy and generally recognized standards applicable to the consumer lending business;
- b. 940 C.M.R. § 3.16, in that its conduct violated the requirement of good faith and fair dealing applicable to contracts under M.G.L. c. 106, §1-203;

c. 940 C.M.R. § 3.16, in that its conduct violated existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety or welfare;

47. The Plaintiffs have been injured by virtue of Defendant's violations. Said injuries include, but are not limited to:

- a. significant emotional distress;
- b. increased fees and other costs to avoid or attempt to avoid foreclosure of invalid mortgage; and,
- c. physical harm.

48. Defendant's conduct was and is willful or knowing within the meaning of the Massachusetts Consumer Protection Act, M.G.L. c. 93A, §9.

49. Defendant's refusal to grant relief upon demand was and is in bad faith, with knowledge or reason to know that the act or practice complained of violated M.G.L. c. 93A, §2.

Wherefore the Plaintiffs respectfully request the following relief:

Injunctive Relief

50. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 49.

51. Plaintiffs have been seriously injured and will suffer irreparable harm of a continuing nature that cannot be adequately calculated or compensated in money damages, unless the Defendants foreclosure and other activities complained of are preliminarily and permanently enjoined.

52. Plaintiffs ask the Court to Grant a permanent or final injunction enjoining Defendant's agents and employees, affiliates and subsidiaries, from continuing to harm Plaintiff,

specifically enjoining Defendant from proceeding with the foreclosure auction scheduled for May 10, 2017 at 12:00 PM.

Set Aside Deeds and Subsequent Recordings

53. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 52.

54. Plaintiffs move this Court to set aside the forged deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. was dated July 25, 2006 and recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 366, and any recorded documents pursuant thereto.

55. Plaintiffs move this Court to set aside the invalid Foreclosure Deed from Fremont Investment & Loan to HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206, and any recorded documents pursuant thereto.

56. Plaintiffs move this Court to set aside or invalidate the mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00 was recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369, and any recorded documents pursuant thereto.

Additional Relief Requested

57. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 56.

- a. Award actual and/or statutory minimum damages pursuant to M.G.L. c. 93A § 9(3) to the Plaintiffs;
- b. Award multiple damages pursuant to M.G.L. c. 93A § 9(3) to the Plaintiffs;

- c. Award Plaintiffs the costs of this action, including the fees and costs of experts, together with reasonable attorneys' fees pursuant to M.G.L. c. 93A § 9(3);
- d. Award Plaintiffs damages based on Defendant's Negligent Infliction of Emotional Distress; and
- e. Grant Plaintiffs such other and further relief, in law or in equity, as this Court deems just and proper.

Respectfully submitted,

William Howard Smith and Laureen Smith,
By their attorney,

Date: 5/10/2017



Michele Unger Callahan, Esq., (BBO #652202)
19 Pierce Avenue, Suite C
PMB #19
Fitchburg, MA 01420
mucallahanesq@gmail.com
(617) 417-7584

A true copy by photostatic process

Attest: 
Clerk

EXHIBIT A

Forged Deed

Bk: 39759 Pg: 366



Bk: 39759 Pg: 366 Doc: DEED
Page: 1 of 3 08/13/2008 08:42 AM

QUITCLAIM DEED

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 08/13/2008 08:42 AM
Ctrl# 058388 08090 Doc# 00137452
Fee: \$1,348.00 Cons: \$300,000.00

3 Dresser Hill Road, Dudley, Worcester County, Massachusetts

We, William Howard Smith and Laureen Smith, of Dudley, Worcester County, Massachusetts

For Consideration Paid in the amount of \$ 300,000.00

Grants with Quitclaim Covenants to:

David W Gallant Jr, of P.O. Box 432, Rochdale, Worcester County, Massachusetts

The property known as 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts, being more particularly described as follows:

The land with all buildings and improvements thereon, known as 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts, situated on the eastern side of Dresser Hill Road in the northern part of Dudley near Chariton line and bound and described as follows:

BEGINNING at a drill hole in a stone wall on the easterly side of the 1933 Worcester County highway layout of Dresser Hill Road, at the northerly corner of tract, said point being 149.35 feet northerly of a Worcester County Highway bound opposite station 137.15;

THENCE N. 72 degrees 50' 13" E. along said stone wall and land, now or formerly of Richard Lavigne, a distance of one hundred sixty-seven and two hundredths (167.02) feet to an iron pipe;

THENCE N. 72 degrees 31' 50" E. along said stone wall and land of Lavigne, a distance of one hundred eighty-six and eighty-seven hundredths (186.87) feet to an iron pipe in a corner of walls;

THENCE S. 26 degrees 00' 22" E. along a stone wall and land of Theresa Giroux, a distance of three hundred forty-two and ten hundredths (342.10) feet to an iron pipe;

THENCE S. 80 degrees 48' 19" W. along land of Charles K. Wood, now or formerly, a distance of two hundred eight and eight hundredths (208.08) feet to an

Return to: Raymond A Desautels III
466 Main St
Oxford, MA 01540

3

10

iron pipe;

THENCE S. 83 degrees 01' 45" W. along land of Charles K. Wood, now or formerly, a distance of two hundred three and forty-one hundredths (203.41) feet to a stake;

THENCE S. 81 degrees 59' 43" W. along land of Charles K. Wood, now or formerly, a distance of ninety-two and thirty-one hundredths (92.31) feet to an iron pipe on the easterly side of Dresser Hill Road;

THENCE running northerly along the easterly side of Dresser Hill Road, on a curve to the right, having a radius of nine hundred seventy and zero hundredths (970.00) feet and a length of one hundred twenty-three and ninety-three hundredths (123.93) feet to a Worcester County Highway Bound;

THENCE N. 3 degrees 56' 45" E. along the easterly side of Dresser Hill Road, a distance of one hundred forty-nine and thirty-five hundredths (149.35) feet to the drill hole at the point of beginning

BEING the same premises as shown on the plan of land in Dudley, Massachusetts, Surveyed for William Smith, Robert F. Para, Land Surveyor, dated June 23, 1981 and recorded in the Worcester South District Registry of Deeds in book 479, page 82.

SAID premises being about 2.962 acres of so much of the northerly portion of the farm of Charles K. Wood and is on the easterly side of Dresser Hill Road, otherwise known as Route 31.

There is mentioned a supposed right of cutting and drying peat, insofar as it is in force and effect, but the statement and recital, shall not be a renewal, thereof, in a deed from Charles S. Wood to Martin A. Obenawr dated March 10, 1891 and recorded in the Worcester District Registry of Deeds, Book 1345, Page 424. However, there is on record an affidavit which indicates a non-user and/or abandonment for at least 46 years with respect to such alleged right of cutting and drying peat executed by Elida Wood on September 7, 1978 and recorded in the Worcester District Registry of Deeds, which indicates no trace on the entire one hundred ten (110) acres where peat might have been cut and dried, and recorded in Book 6561, page 90.

Being the same premises as conveyed to the grantor by deed dated June 1st, 1981 and recorded with the Worcester District Registry of Deeds Book 7244 Page 293.

Executed as a sealed instrument this 25th day of July, 2006.

William Howard Smith
William Howard Smith

Laureen Smith
Laureen Smith

THE COMMONWEALTH OF MASSACHUSETTS

Worcester ss.

July 25, 2006

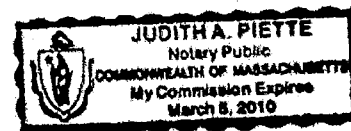
On this 25th day of July, 2006, before me, the undersigned Notary Public, personally appeared William Howard Smith & Laureen Smith, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose.

(official seal)

Judith A. Piette

Notary Public:

My Commission Expires:
March 5, 2010



ATTEST: WORC. Anthony J. Vigliotti, Register

EXHIBIT B

Commonwealth's Statements of the Case- Allen Seymour

amount the homeowner was selling the property for, if in fact the homeowner knew they were selling the property at all.

Closing attorney and co-defendant Raymond Desautels III conducted each of the real estate closings for Seymour. The homeowners never attended these closings, as their documents were signed using a false Power of Attorney. After receiving the lender's money funding the transaction, Desautels issued a proceeds check payable to the homeowners and based on the fictitious purchase price. This check was given to Seymour. A chart illustrating the difference between what the homeowner understood regarding the transaction and what the investor's lender believed is attached hereto as Attachment "A".³ In sum, these twelve lenders lent nearly three million dollars based on the false statements created by Allen Seymour.

D. Cashing the "seller's" proceeds check

Seymour, accompanied by co-defendant Jason Passell and, in one instance, Dennis Lucier, then took the "seller's" proceeds check to the Check Depot, a check cashing operation in Worcester. There, they cashed the following checks, each time offering as genuine a Power of Attorney known by Seymour to be false:

1. A check payable to William H. Smith and Lauren Smith for their purported sale of 3 Dresser Hill Road, Dudley, Massachusetts, in the amount of \$152,603.05. The Smiths' were unaware they had sold their home. They did not knowingly grant the Power of Attorney used to cash this check to Jason Passell or any other person.

2. A check payable to Dennis and Susan Fountain for their purported sale of 20 Park Street, Oxford, Massachusetts in the amount of \$72,572.36. Although the Fountains believed they were selling their property they specifically told Allen Seymour and Raymond Desautels they did not want to give Power of Attorney to anyone for the transaction. Seymour forged the Power of Attorney used to cash this check by replacing the functional pages of a document truly signed by the Fountains with a page purportedly granting Power of Attorney from the Fountains' to Jason Passell.

3. A check payable to Paul O'Connor for his purported sale of 1111 Millbury Street, Worcester, Massachusetts in the amount of \$155,317.56. O'Connor was unaware that he had sold his home. He had not knowingly granted a Power of Attorney to Dennis Lucier or any other

³ The chart further describes the amount of funds sent by the lender to Desautels and the amount of the Seller's proceeds check issued by Desautels.

person. Seymour had earlier forged this Power of Attorney by replacing the functional pages of a document truly signed by O'Connor with a page purportedly granting Power of Attorney from O'Connor to Lucier.

4. A check payable to Dennis Martinez for his purported sale of 34 Birchwood Drive, Marlboro, Massachusetts in the amount of \$94,237.57. Mr. Martinez did not knowingly give this Power of Attorney to Passell or any other person.

5. A check payable to Edward and Donna Ramstrom for their purported sale of 47 Campground Road, West Boylston, Massachusetts in the amount of \$72,604.27. Mr. & Mrs. Ramstrom did not knowingly give this Power of Attorney to Passell or any other person.

6. A check payable to Penny L. Berry for her purported sale of 35 Field Street, Auburn, Massachusetts in the amount of \$121,375.47. Ms. Berry believed that Allen Seymour was assisting her with a refinance of her existing mortgage and did not believe she was selling the property. Ms. Berry did not knowingly give this Power of Attorney to Passell or any other person. Seymour had earlier forged this Power of Attorney by replacing the functional pages of a document truly signed by Ms. Berry with a page purportedly granting Power of Attorney from Ms. Berry to Passell.

7. A check payable to Lynn A. Keefe for her purported sale of 262-264 Lovell Street, Worcester, Massachusetts in the amount of \$219,787.55. Ms. Keefe did not knowingly give this Power of Attorney to Passell or any other person; and

8. A check payable to Thomas F. Carroll for his purported sale of 149 Main Street, Oxford, Massachusetts in the amount of \$94,801.84. Mr. Carroll did not knowingly give this Power of Attorney to Passell or any other person.

The total dollar amount of the checks cashed using false powers of attorney by Seymour is \$910,727.31.

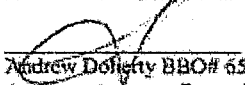
E. Larceny

One homeowner, David Chubka, was aware that Seymour had arranged for the sale of Chubka's home and was aware of the purchase price. Seymour convinced this homeowner to invest thousands of dollars in proceeds from the sale of the property with Seymour's "real estate investment company". Rather than invest this money, Seymour simply cashed the check as he had the others. Despite the fact that Seymour had cashed Chubka's sixty-one thousand dollar proceeds check, Chubka only received a few hundred dollars in return for his "investment".

Although Seymour arranged for a few monthly payments towards some of the investor's new mortgages on these properties, Seymour eventually abandoned the investors⁴. Of the twelve lenders Seymour is charged with defrauding, nine have foreclosed on the properties, and the remaining three have filed complaints to foreclose. Most of the homeowners who trusted Allen Seymour are no longer in the homes they had tried to save. In connection with the facts described above, Seymour is charged with twelve counts of Inducing Another to Part with Property by False Pretense G.L. c. 266 § 34, eight counts of Uttering of a False Power of Attorney G.L. c. 267 § 5, four counts of Forgery of a Power of Attorney G.L. c. 267 § 1, and one count of Larceny over \$250, G.L.c. 266 § 30.

Respectfully Submitted,

MARTHA COAKLEY
ATTORNEY GENERAL


Andrew Doherty BBO# 654342
Assistant Attorney General
Criminal Bureau
One Ashburton Place
Boston, Massachusetts 02108
(617) 727-2200 x 2564

Date: August 12, 2010

⁴ It should be noted that Seymour abandoned several investors well before he was arrested attempting to flee the country with over one million dollars in embezzled funds unrelated to this scheme; a crime for which he has been in federal custody since February, 2008.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT DEPARTMENT
DOCKET 2009-1190

COMMONWEALTH

v.

ALLEN SEYMOUR

COMMONWEALTH'S STATEMENT OF THE CASE

Now comes the Commonwealth, and respectfully submits this Statement of the Case. This document is not a full and complete recitation of the facts that support the indictments in the above-numbered case, and is not meant to be a Bill of Particulars. The purpose of this document is to aid the Court, defense counsel, and the probation department in assessing the general nature and circumstances of the crimes alleged.

Between April of 2006 and December of 2007, Allen Seymour orchestrated a collection of misrepresentations to homeowners, borrowers and lenders and utilized false deeds and powers of attorney in a scheme calculated to defraud lenders out of millions of dollars in loan proceeds. Seymour achieved this without any regard for the impact this fraud would have on the many victims of his crimes and the community at large.

Seymour targeted properties in danger of foreclosure. He personally approached the owners of these properties and presented a variety of rescue options. For those homeowners who merely wished to sell their properties to avoid foreclosure, Seymour offered to purchase the property for the amount owed to the foreclosing lenders. For the several homeowners who wanted to remain in their homes, Seymour presented rescue plans which ranged from "lifetime leases" and "reverse mortgages" to a simple refinance. Some of these homeowners were told they would need to transfer title to the property to an "investor", and some were not. Seymour had some of these homeowners sign innocuous documents to begin the process. The innocuous pages of the signed document were then discarded and substituted with pages purporting to grant Power of Attorney from the homeowner to associates of Seymour's.

Simultaneously, Seymour found individuals with good credit and in interest in investing in real estate. Many of these "investors" were told they would be helping homeowners in danger of losing their homes to foreclosure. Seymour told several of these investors that the purchase would only be temporary, and the homeowners would purchase the property back from them after Seymour repaired the homeowner's credit. Others were told that Seymour's company would repair and rehabilitate the properties, and then sell them at a profit, to be shared by Seymour and the investors. Seymour promised several investors that he would assist in making the mortgage payments for the loans used to purchase the properties.

None of the proposals made to these "investors" matched the transactions presented to the homeowners. The investors were not told of the "lifetime leases" and "reverse mortgages" Seymour had promised to the homeowners.

Nearly three million dollars in loans were obtained for these purchases. Loan documents indicate the lender believed the purchase price was far greater than the amount the homeowner was selling the property for, if in fact the homeowner knew they were selling the property at all.

Closing attorney and co-defendant Raymond Desautels III conducted each of the real estate closings for Seymour. The homeowners never attended these closings, as their documents were signed using a false Power of Attorney. After receiving the lender's money funding the transaction, Desautels issued a proceeds check payable to the homeowners and based on the fictitious purchase price. Seymour and his associate, with both the proceeds check and false Power of Attorney in hand, the cashed the check at a check cashing business in Worcester. Seymour cashed well over one million dollars in homeowner's proceeds check.

Several investors state that Seymour abandoned them to the mortgage payments after the closing. Without Seymour's promised assistance, the investors were unable to pay the loans, and these mortgages fell into foreclosure. Some homeowners, promised lifetime leases, have been evicted from the properties they had tried to save.

On one occasion Seymour, through misrepresentation, convinced homeowner David Chubka, who had just sold his home, to "invest" the entirety of his proceeds with Seymour,

roughly sixty thousand dollars. Seymour promised an extremely high rate of return on this "investment". Chubka received nothing in return for his trust.

In connection with these facts, Seymour is charged with twelve counts of inducing a lender to part with property G.L. c. 266 § 34; eight counts of uttering G.L. c. 267 § 5; four counts of forgery G.L. c. 267 § 1; and one count of larceny 266 § 30.

Respectfully Submitted,

MARTHA COAKLEY
ATTORNEY GENERAL

Andrew Doherty BBO# 654842
Assistant Attorney General
Criminal Bureau
One Ashburton Place
Boston, Massachusetts 02108
(617) 727-2200 x 2564

Date:

Certificate of Service

I, Andrew Doherty hereby certify that I have, on _____, caused a copy of the Commonwealth's Statement of the Case to be served on defendant by _____ to defense counsel of record.

Andrew Doherty

EXHIBIT C

Grand Jury Charges –

Allen Seymour

09-1190 3

Uttering Of False Or Forged
Power Of Attorney
G.L. c. 267, § 5

Commonwealth of Massachusetts

Worcester, To Wit:

At the SUPERIOR COURT, begun and holden at the CITY OF
WORCESTER, within and for the County of Worcester, on the First Monday of July in the year
two thousand and nine,

THE JURORS for the COMMONWEALTH OF MASSACHUSETTS on their oath present,

That Allen Seymour

on or about September 13, 2006, within the county of Worcester aforesaid, with intent to
injure or defraud, did utter and publish as true a certain instrument purporting to be a
power of attorney from William H. Smith and Lauren Smith, well knowing the same to be
false, forged, or altered, in violation of G.L. c. 267, § 5.

Against the peace of said Commonwealth, and contrary to the form of the statute in such
case made and provided.

A true bill.

[Signature]
Forfeiture of the Grand Jury.

[Signature]
Attorney General.

Deputy Clerk

[Signature]
Deputy Clerk

[Signature]
day. Returned by the Grand Jury and filed in Court.

[Signature]
Deputy Clerk

09-1190-7

Forgery Of Power Of Attorney
G.L. c. 267, § 1

Commonwealth of Massachusetts

Worcester, To Wit:

At the SUPERIOR COURT, begun and holden at the CITY OF
WORCESTER, within and for the County of Worcester, on the First Monday of July in the year
two thousand and nine,

THE JURORS for the COMMONWEALTH OF MASSACHUSETTS on their oath present,

That Allen Seymour

between on or about June 28, 2006 and on or about September 13, 2006, within the county of
Worcester aforesaid, with intent to injure or defraud, did falsely make, alter, forge or
counterfeit a certain instrument purporting to be a power of attorney from William H.
Smith and Laureen Smith, in violation of G.L. c. 267, § 1.

Against the peace of said Commonwealth, and contrary to the form of the statute in such
case made and provided.

A true bill.

[Signature]
Foreperson of the Grand Jury

[Signature]
Clerk of the Superior Court

Superior Court

[Signature]
Sept. 2009

[Signature]
Retained by the Grand Jury and filed in Court

[Signature]
Deputy Clerk

09-1190

Inducement To Part With Property
By False Pretence
G.L. c. 266, § 34

Commonwealth of Massachusetts

Worcester, To Wit:

At the SUPERIOR COURT, begun and holden at the CITY OF
WORCESTER, within and for the County of Worcester, on the First Monday of July in the year
two thousand and nine,

THE JURORS for the COMMONWEALTH OF MASSACHUSETTS on their oath present,

That Allen Seymour

between on or about June 28, 2006 and on or about September 13, 2006, within the county of
Worcester aforesaid, with intent to defraud and by a false pretence, to wit: that William
Howard Smith and Laureen Smith were selling the property at 3 Dresser Hill Road,
Dudley, Massachusetts for the consideration of \$300,000.00, did induce a mortgage lender
to part with property valued in excess of two hundred fifty dollars, in violation of G.L. c.
266, § 34.

Against the peace of said Commonwealth, and contrary to the form of the statute in such
case made and provided.

A true bill.

[Signature]
Forfeiture of the Grand Jury

[Signature]
Allen Seymour

Edgar E. Egan

[Signature] Edgar Egan

[Signature] Received by the Grand Jury and filed in Court.

[Signature]
The Court

EXHIBIT D

Commonwealth's Statement of the Case – Judith Piette

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT DEPARTMENT
DOCKET 2009-1192

COMMONWEALTH TO 09 Filed in Court 10/29

v.

JUDITH PIETTE

Lemire
Ames, Brian M. Ames
Assistant Clerk-Magistrate

COMMONWEALTH'S STATEMENT OF THE CASE

Now comes the Commonwealth, and respectfully submits this Statement of the Case. This document is not a full and complete recitation of the facts that support the indictments in the above-numbered case, and is not meant to be a Bill of Particulars. The purpose of this document is to aid the Court, defense counsel, and the probation department in assessing the general nature and circumstances of the crimes alleged.

I. Summary

On four occasions between June, 2006 and September, 2007 Judith Piette, a notary public, signed a statement indicating that an individual had personally appeared before her and acknowledged an instrument to be signed by them voluntarily for the document's intended purpose. In fact, the persons signing the document had not appeared before her, and Piette falsely notarized the documents. These falsely notarized documents were later used to cash homeowner's proceeds check in a large mortgage fraud scheme.

II. The Mortgage Fraud SchemeA. Control of the Property

The mortgage fraud scheme may be described as follows: Co-defendant Allen Seymour targeted properties in danger of foreclosure. He personally approached the owners of these properties and presented a variety of rescue options. For those homeowners who merely wished to sell their properties to avoid foreclosure, Seymour offered to purchase the property for the amount owed to the foreclosing lenders. For the several homeowners who wanted to remain in their homes, Seymour presented rescue plans which ranged from "lifetime leases" and "reverse mortgages" to a simple refinance. Some of these homeowners were told they would need to transfer title to the property to an "investor", and some were not. Seymour had some of these homeowners sign innocuous documents to begin the process. The innocuous pages of the signed

document were then discarded and substituted with pages purporting to grant Power of Attorney from the homeowner to associates of Seymour's.

B. Control of the "Investor"

Simultaneously, Seymour found individuals with good credit and in interest in investing in real estate. Many of these "investors" were told they would be helping homeowners in danger of losing their homes to foreclosure. Seymour told several of these investors that the purchase would only be temporary, and the homeowners would purchase the property back from them after Seymour repaired the homeowner's credit. Others were told that Seymour's company would repair and rehabilitate the properties, and then sell them at a profit, to be shared by Seymour and the investors. Seymour promised several investors that he would assist in making the mortgage payments for the loans used to purchase the properties.

None of the proposals made to these "investors" matched the transactions presented to the homeowners. The investors were not told of the "lifetime leases" and "reverse mortgages" Seymour had promised to the homeowners.

C. The Closing

Nearly three million dollars in loans were obtained for these purchases. Loan documents indicate the lender believed the purchase price was far greater than the amount the homeowner was selling the property for, if in fact the homeowner knew they were selling the property at all.

Closing attorney and co-defendant Raymond Desautels III conducted each of the real estate closings for Seymour. The homeowners never attended these closings, as their documents were signed using a false Power of Attorney. After receiving the lender's money funding the transaction, Desautels issued a proceeds check payable to the homeowners and based on the fictitious purchase price. These checks were then cashed.

III. Piette notarized documents without the presence of the signor

Seymour and, on one occasion, co-defendant Jason Passell, brought documents signed by the distressed homeowners to notary public Judith Piette. The homeowners were not present at this time, nor were they known to Piette. Nevertheless Piette signed the notary clause on these documents (also known as a "jurat"), stating that person who signed the document had personally appeared before her and acknowledge they had signed the document voluntarily and for its intended purpose. This statement was false. Documents falsely notarized by Piette were used as follows:

1. A Power of Attorney falsely notarized by Piette was used to cash a check payable to William & Laureen Smith in the amount of \$152,603.05. This check was the proceeds of a "sale" of their home of 30 years. The Smiths were unaware they had sold their property and unaware of the Power of Attorney used in their names.

2. A Power of Attorney falsely notarized by Piette was used to cash a check payable to Dennis and Susan Fountain in the amount of \$72,572.36. The Fountains were unaware of the Power of Attorney used in their names.

3. A Power of Attorney falsely notarized by Piette was used to cash a check payable to Thomas Carroll in the amount of \$94,801.84. Mr. Carroll was unaware of the Power of Attorney used in his name.

4. A Power of Attorney falsely notarized by Piette was used to cash a check payable to Lyon Keefe in the amount of \$219,787.55. Ms. Keefe was unaware of the Power of Attorney used in her name.

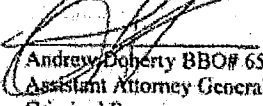
IV. The Notary Public is an Officer of the Commonwealth

A notary public is an officer of the Commonwealth empowered by G. L. c. 222 § 1 to take attestations and acknowledge deeds and other instruments. Central to the official duties of a notary public is the honest attestation to the identity, intent, and willingness of individuals signing deeds and other instruments. Piette, by notarizing documents without the presence of the signor, was acting in her official capacity regarding a material matter.

In an interview Piette admitted she had notarized documents without the presence of the person who signed the documents. Piette is charged with four counts of executing false written reports by a public officer, G.L. c. 268 § 6A.

Respectfully Submitted,

MARTHA COAKLEY
ATTORNEY GENERAL


Andrew Doherty BBO# 654842
Assistant Attorney General
Criminal Bureau
One Ashburton Place
Boston, Massachusetts 02108
(617) 727-2200 x 2564

Date: October 29, 2009

Certificate of Service

I, Andrew Doherty hereby certify that I have, on October 29, 2009, caused a copy of the Commonwealth's Statement of the Case to be served on defendant by hand delivery to defense counsel of record.


Andrew Doherty

EXHIBIT E

Grand Jury Charges – Judith Piette

09-1192

False Written Report By A
Public Officer
G.L. c. 268, § 6A

Commonwealth of Massachusetts

Worcester, To Wit:

At the SUPERIOR COURT, begun and holden at the CITY OF

WORCESTER, within and for the County of Worcester, on the First Monday of July in the year
two thousand and nine,

THE JURORS for the COMMONWEALTH OF MASSACHUSETTS on their oath present,

That Judith Plette

between on or about June 28, 2006 and on or about September 13, 2006, within the county of
Worcester aforesaid, being an officer of the commonwealth, to wit: a notary public, did in
the course of her official duties execute, file, or publish a false written statement, to wit:
that William H. Smith and Laureen Smith did personally appear before her and
acknowledge an instrument, knowing that written statement to be false in a material
matter, in violation of G.L. c. 268, § 6A.

Against the peace of said Commonwealth, and contrary to the form of the statute in such
case made and provided.

A true bill.

[Signature]
Prosecutor of the Grand Jury

[Signature]
Clerk of the Superior Court

Superior Court

Sept. 2009

25 day - Returned by the Grand Jury and filed in Court.

[Signature]
Notary Public



EXHIBIT F

Identity Theft Victim's Complaint and Affidavit – William Howard Smith

Identity Theft Victim's Complaint and Affidavit

Avoluntary form for filing a report with law enforcement, and disputes with credit reporting agencies and creditors about identity theft-related problems. Visit ftc.gov/idtheft to use a secure online version that you can print for your records.

Before completing this form:

1. Place a fraud alert on your credit reports, and review the reports for signs of fraud.
2. Close the accounts that you know, or believe, have been tampered with or opened fraudulently.

About You (the victim)

Now

- (1) My full legal name: William Howard Smith
First Middle Last Suffix
- (2) My date of birth: 02/05/1953
mm/dd/yyyy
- (3) My Social Security number: 021-42-5149
- (4) My driver's license: MA S78852560
State Number
- (5) My current street address:
3 Dresser Hill Road
Number & Street Name Apartment, Suite, etc.
Dudley MA 01571 USA
City State Zip Code Country
- (6) I have lived at this address since January, 1982
mm/yyyy
- (7) My daytime phone: (774) 312-5558
 My evening phone: (774) 312-5558
 My email: N/A

Leave (3) blank until you provide this form to someone with a legitimate business need, like when you are filing your report at the police station or sending the form to a credit reporting agency to correct your credit report.

At the Time of the Fraud

- (8) My full legal name was: William Howard Smith
First Middle Last Suffix
- (9) My address was: 3 Dresser Hill Road
Number & Street Name Apartment, Suite, etc.
Dudley MA 01571 USA
City State Zip Code Country
- (10) My daytime phone: (774) 312-5558 My evening phone: (774) 312-5558
 My email: N/A

Skip (8) - (10) if your information has not changed since the fraud.

The Paperwork Reduction Act requires the FTC to display a valid control number (in this case, OMB control #3084-0047) before we can collect - or sponsor the collection of - your information, or require you to provide it.

Victim's Name _____ Phone number (____) _____ Page 2

About You (the victim) (Continued)**Declarations**

- (11) I ☐ did OR ☒ did not authorize anyone to use my name or personal information to obtain money, credit, loans, goods, or services — or for any other purpose — as described in this report.
- (12) I ☒ did OR ☐ did not receive any money, goods, services, or other benefit as a result of the events described in this report.*
 *We were completely unaware of the "closing" that took place. We did not sign a deed or any other closing documents. However, the perpetrator apparently paid off a mortgage loan in the approximate amount of \$30,000.00 in order to proceed with his transaction.
- (13) I ☒ am OR ☐ am not willing to work with law enforcement if charges are brought against the person(s) who committed the fraud.**
 **Charges have already been brought against several parties involved in the transaction and the perpetrators were convicted.

About the Fraud

- (14) I believe the following person used my information or identification documents to open new accounts, use my existing accounts, or commit other fraud.

Name: <u>Allen</u>		<u>Seymour</u>	
First	Middle	Last	Suffix
Judith		Piette	
Address: _____			
Number & Street Name		Apartment, Suite, etc.	

City	State	Zip Code	Country

(14):
 Enter what you know about anyone you believe was involved (even if you don't have complete information).

Phone Numbers: (____) _____ (____) _____

Additional information about this person: Please see attached documents
respecting the prosecution of Allen Seymour, Commonwealth v. Allen Seymour,
Worcester Superior Court, Docket No. 2009-1190. Also, see attached
documents respecting the prosecution of Judith Piette, Commonwealth v.
Judith Piette, Worcester Superior Court, Docket No. 2009-1192.

Victim's Name _____ Phone number (____) _____ Page 3

- (15) Additional information about the crime (for example, how the identity thief gained access to your information or which documents or information were used):

For further information, please see attached documents respecting the prosecution of Allen Seymour, Commonwealth v. Allen Seymour, Worcester Superior Court, Docket No. 2009-1190. Also, see attached documents respecting the prosecution of Judith Piette, Commonwealth v. Judith Piette, Worcester Superior Court, Docket No. 2009-1192.

□

Documentation

- (16) I can verify my identity with these documents:

- X A valid government-issued photo identification card (for example, my driver's license, state-issued ID card, or my passport).
*If you are under 16 and don't have a photo-ID, a copy of your birth certificate or a copy of your official school record showing your enrollment and legal address is acceptable.**
 *Driver's license attached.

(16): Reminder:
 Attach copies
 of your identity
 documents
 when sending
 this form to
 creditors
 and credit
 reporting
 agencies.

- X Proof of residency during the time the disputed charges occurred, the loan was made, or the other event took place (for example, a copy of a rental/lease agreement in my name, a utility bill, or an insurance bill).**

**Deed attached.

About the Information or Accounts

- (17) The following personal information (like my name, address, Social Security number, or date of birth) in my credit report is inaccurate as a result of this identity theft:

(A) N/A

(B) _____

(C) _____

- (18) Credit inquiries from these companies appear on my credit report as a result of this identity theft:

Company Name: N/A

Company Name: _____

Company Name: _____

Victim's Name ☐ ☐ ☐ ☐ Phone number () ☐ ☐ ☐ ☐ Page 4

(19) ☐ Below are details about the different frauds committed using my personal information.

Fremont Investment and Loan,
its successors and assigns Theft Department 1-866-771-5152 (fax)

Name of Institution	Contact Person	Phone	Extension
Account Number 7090725552	Routing Number	Affected Check Number(s)	
Account Type <input type="checkbox"/> Credit <input type="checkbox"/> Bank <input type="checkbox"/> Phone/Utilities <input checked="" type="checkbox"/> Loan			
<input type="checkbox"/> Government Benefits <input type="checkbox"/> Internet or Email <input type="checkbox"/> Other			

Select ONE:
☒ This account was opened fraudulently.
 This was an existing account that someone tampered with.
 09/13/2006 04/2010 \$300,000.00

Date Opened or Misused (mm/yyyy)	Date Discovered (mm/yyyy)	Total Amount Obtained (\$)

(19):
If there were more than three frauds, copy this page blank, and attach as many additional copies as necessary.

Enter any applicable information that you have, even if it is incomplete or an estimate.

If the thief committed two types of fraud at one company, list the company twice, giving the information about the two frauds separately.

Contact Person: Someone you dealt with, whom an investigator can call about this fraud.

Account Number: The number of the credit or debit card, bank account, loan, or other account that was misused.

Dates: Indicate when the thief began to misuse your information and when you discovered the problem.

Amount Obtained: For instance, the total amount purchased with the card or withdrawn from the account.

Name of Institution	Contact Person	Phone	Extension
Account Number	Routing Number	Affected Check Number(s)	
Account Type: Credit Bank Phone/Utilities Loan			
Government Benefits Internet or Email Other			

Select ONE:
 This account was opened fraudulently.
 This was an existing account that someone tampered with.

Date Opened or Misused (mm/yyyy)	Date Discovered (mm/yyyy)	Total Amount Obtained (\$)

Victim's Name _____ Phone number (____) _____ Page 5

Your Law Enforcement Report

- (20) One way to get a credit reporting agency to quickly block identity theft-related information from appearing on your credit report is to submit a detailed law enforcement report ("Identity Theft Report"). You can obtain an Identity Theft Report by taking this form to your local law enforcement office, along with your supporting documentation. Ask an officer to witness your signature and complete the rest of the information in this section. It's important to get your report number, whether or not you are able to file in person or get a copy of the official law enforcement report. Attach a copy of any confirmation letter or official law enforcement report you receive when sending this form to credit reporting agencies.

Select ONE:

- ☒ I have not filed a law enforcement report.
 *This case has already gone to trial and the perpetrators have been convicted. See attached documents.
- ☐ I was unable to file any law enforcement report.
- ☐ I filed an automated report with the law enforcement agency listed below.
- ☐ I filed my report in person with the law enforcement officer and agency listed below.

(20):
 Check "I have not..." if you have not yet filed a report with law enforcement or you have chosen not to. Check "I was unable..." if you tried to file a report but law enforcement refused to take it.

Automated report:
 A law enforcement report filed through an automated system, for example, by telephone, mail, or the Internet, instead of a face-to-face interview with a law enforcement officer.

Law Enforcement Department _____

State _____

Report Number _____

Filing Date (mm/dd/yyyy) _____

Officer's Name (please print) _____

Officer's Signature _____

Badge Number _____

(____) _____
Phone NumberDid the victim receive a copy of the report from the law enforcement officer? ☐ Yes OR ☐ No

Victim's FTC complaint number (if available): _____

Victim's Name _____ Phone number () _____ Page 6

Signature

As applicable, sign and date **IN THE PRESENCE OF** a law enforcement officer, a notary, or a witness.

- (21) I certify that, to the best of my knowledge and belief, all of the information on and attached to this complaint is true, correct, and complete and made in good faith. I understand that this complaint or the information it contains may be made available to federal, state, and/or local law enforcement agencies for such action within their jurisdiction as they deem appropriate. I understand that knowingly making any false or fraudulent statement or representation to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.

William H. Smith
Signature

04/26/2017
Date Signed (mm/dd/yyyy)


Your Affidavit

- (22) If you do not choose to file a report with law enforcement, you may use this form as an Identity Theft Affidavit to prove to each of the companies where the thief misused your information that you are not responsible for the fraud. While many companies accept this affidavit, others require that you submit different forms. Check with each company to see if it accepts this form. You should also check to see if it requires notarization. If so, sign in the presence of a notary. If it does not, please have one witness (non-relative) sign that you completed and signed this Affidavit.

Notary

Witness:

Signature

 **RODOLFO FIGUEROA**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 5, 2022
Rodolfo Figueroa
4/26/2017

Printed Name

Date

Telephone Number

EXHIBIT G

**Identity Theft Victim's Complaint and Affidavit –
Laureen Smith**

Identity Theft Victim's Complaint and Affidavit

Voluntary form for filing a report with law enforcement, and disputes with credit reporting agencies and creditors about identity theft-related problems. Visit ftc.gov/idtheft to use a secure online version that you can print for your records.

Before completing this form:

1. Place a fraud alert on your credit reports, and review the reports for signs of fraud.
2. Close the accounts that you know, or believe, have been tampered with or opened fraudulently.

About You (the victim)

Now

- (1) My full legal name: Laureen Smith
First Middle Last Suffix
- (2) My date of birth: 04/14/1958
mm/dd/yyyy
- (3) My Social Security number: 016-50-1218
- (4) My driver's license: MA S91624208
State Number
- (5) My current street address:
3 Dresser Hill Road
Number & Street Name Apartment, Suite, etc.
Dudley MA 01571 USA
City State Zip Code Country
- (6) I have lived at this address since January, 1982
mm/yyyy
- (7) My daytime phone: (774) 312-5557
 My evening phone: (774) 312-5557
 My email: fibrogirl55@live.com

Leave (3) blank until you provide this form to someone with a legitimate business need, like when you are filing your report at the police station or sending the form to a credit reporting agency to correct your credit report.

At the Time of the Fraud

- (8) My full legal name was: Laureen Smith
First Middle Last Suffix
- (9) My address was: 3 Dresser Hill Road
Number & Street Name Apartment, Suite, etc.
Dudley MA 01571 USA
City State Zip Code Country
- (10) My daytime phone: (774) 312-5557 My evening phone: (774) 312-5557
 My email: fibrogirl55@live.com

Skip (8) - (10) if your information has not changed since the fraud.

The Paperwork Reduction Act requires the FTC to display a valid control number (in this case, OMB control #3084-0047) before we can collect - or sponsor the collection of - your information, or require you to provide it.

Victim's Name _____ Phone number (____) _____ Page 2

About You (the victim) (Continued)**Declarations**

- (11) I ☐ did OR ☒ did not authorize anyone to use my name or personal information to obtain money, credit, loans, goods, or services — or for any other purpose — as described in this report.
- (12) I ☒ did OR ☐ did not receive any money, goods, services, or other benefits as a result of the events described in this report.*
 *We were completely unaware of the "closing" that took place. We did not sign a deed or any other closing documents. However, the perpetrator apparently paid off a mortgage loan in the approximate amount of \$30,000.00 in order to proceed with his transaction.
- (13) I ☒ am OR ☐ am not willing to work with law enforcement if charges are brought against the person(s) who committed the fraud.**
 **Charges have already been brought against several parties involved in the transaction and the perpetrators were convicted.

About the Fraud

- (14) I believe the following person used my information or identification documents to open new accounts, use my existing accounts, or commit other fraud.

Name: <u>Allen</u>		<u>Seymour</u>	
First	Middle	Last	Suffix
Judith		Piette	
Address: _____			
Number & Street Name		Apartment, Suite, etc.	

City	State	Zip Code	Country

(14):
Enter what you know about anyone you believe was involved (even if you don't have complete information).

Phone Numbers: (____) _____ (____) _____

Additional information about this person: Please see attached documents
respecting the prosecution of Allen Seymour, Commonwealth v. Allen Seymour,
Worcester Superior Court, Docket No. 2009-1190. Also, see attached
documents respecting the prosecution of Judith Piette, Commonwealth v.
Judith Piette, Worcester Superior Court, Docket No. 2009-1192.

Victim's Name _____ Phone number (____) _____ Page 3

- (15) Additional information about the crime (for example, how the identity thief gained access to your information or which documents or information were used):

For further information, please see attached documents respecting the prosecution of Allen Seymour, Commonwealth v. Allen Seymour, Worcester Superior Court, Docket No. 2009-1190. Also, see attached documents respecting the prosecution of Judith Piette, Commonwealth v. Judith Piette, Worcester Superior Court, Docket No. 2009-1192.

□

Documentation

- (16) I can verify my identity with these documents:

- ☒ A valid government-issued photo identification card (for example, my driver's license, state-issued ID card, or my passport).
*If you are under 16 and don't have a photo-ID, a copy of your birth certificate or a copy of your official school record showing your enrollment and legal address is acceptable.**
 *Driver's license attached.

(16): Reminder:
 Attach copies
 of your identity
 documents
 when sending
 this form to
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 and credit
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- ☒ Proof of residency during the time the disputed charges occurred, the loan was made, or the other event took place (for example, a copy of a rental/lease agreement in my name, a utility bill, or an insurance bill).**

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(A) N/A
 (B) _____
 (C) _____

- (18) Credit inquiries from these companies appear on my credit report as a result of this identity theft:

Company Name: N/A
 Company Name: _____
 Company Name: _____

Victim's Name ☐ ☐ ☐ ☐ Phone number () ☐ Page 4

(19) ☐ Below are details about the different frauds committed using my personal information.

Fremont Investment and Loan,
Its successors and assigns Theft Department 1-866-771-5152 (fax)

Name of Institution Contact Person Phone Extension

Account Number 7090725552 Routing Number Affected Check Number(s)
Account Type ☐ Credit ☐ Bank ☐ Phone/Utilities ☒ Loan
☐ Government Benefits ☐ Internet or Email ☐ Other

Select ONE:

☒ This account was opened fraudulently.

This was an existing account that someone tampered with.

09/13/2006

04/2010

\$300,000.00

Date Opened or Misused (mm/yyyy) Date Discovered (mm/yyyy) Total Amount Obtained (\$)

Name of Institution Contact Person Phone Extension

Account Number Routing Number Affected Check Number(s)

Account Type: Credit Bank Phone/Utilities Loan
Government Benefits Internet or Email Other

Select ONE:

This account was opened fraudulently.

This was an existing account that someone tampered with.

Date Opened or Misused (mm/yyyy) Date Discovered (mm/yyyy) Total Amount Obtained (\$)

Name of Institution Contact Person Phone Extension

Account Number Routing Number Affected Check Number(s)

Account Type: Credit Bank Phone/Utilities Loan
Government Benefits Internet or Email Other

Select ONE:

This account was opened fraudulently.

This was an existing account that someone tampered with.

Date Opened or Misused (mm/yyyy) Date Discovered (mm/yyyy) Total Amount Obtained (\$)

(19):

If there were more than three frauds, copy this page blank, and attach as many additional copies as necessary.

Enter any applicable information that you have, even if it is incomplete or an estimate.

If the thief committed two types of fraud at one company, list the company twice, giving the information about the two frauds separately.

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Account Number: The number of the credit or debit card, bank account, loan, or other account that was misused.

Dates: Indicate when the thief began to misuse your information and when you discovered the problem.

Amount Obtained: For instance, the total amount purchased with the card or withdrawn from the account.

Victim's Name _____ Phone number (____) _____ Page 5

Your Law Enforcement Report

- (20) One way to get a credit reporting agency to quickly block identity theft-related information from appearing on your credit report is to submit a detailed law enforcement report ("Identity Theft Report"). You can obtain an Identity Theft Report by taking this form to your local law enforcement office, along with your supporting documentation. Ask an officer to witness your signature and complete the rest of the information in this section. It's important to get your report number, whether or not you are able to file in person or get a copy of the official law enforcement report. Attach a copy of any confirmation letter or official law enforcement report you receive when sending this form to credit reporting agencies.

Select ONE:

- ☒ I have not filed a law enforcement report.
 *This case has already gone to trial and the perpetrators have been convicted. See attached documents.
- ☐ I was unable to file any law enforcement report.
- ☐ I filed an automated report with the law enforcement agency listed below.
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 Check "I have not..." if you have not yet filed a report with law enforcement or you have chosen not to. Check "I was unable..." if you tried to file a report but law enforcement refused to take it.

Automated report:
 A law enforcement report filed through an automated system, for example, by telephone, mail, or the Internet, instead of a face-to-face interview with a law enforcement officer.

Law Enforcement Department _____

State _____

Report Number _____

Filing Date (mm/dd/yyyy) _____

Officer's Name (please print) _____

Officer's Signature _____

Badge Number _____

(____) _____
Phone NumberDid the victim receive a copy of the report from the law enforcement officer? ☐ Yes OR ☐ No

Victim's FTC complaint number (if available): _____

Victim's Name _____ Phone number (____) _____ Page 6

Signature**As applicable, sign and date IN THE PRESENCE OF a law enforcement officer, a notary, or a witness.**

- (21) I certify that, to the best of my knowledge and belief, all of the information on and attached to this complaint is true, correct, and complete and made in good faith. I understand that this complaint or the information it contains may be made available to federal, state, and/or local law enforcement agencies for such action within their jurisdiction as they deem appropriate. I understand that knowingly making any false or fraudulent statement or representation to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.

Lauren Smith
Signature

07/26/2017
Date Signed (mm/dd/yyyy)

Your Affidavit

- (22) If you do not choose to file a report with law enforcement, you may use this form as an Identity Theft Affidavit to prove to each of the companies where the thief misused your information that you are not responsible for the fraud. While many companies accept this affidavit, others require that you submit different forms. Check with each company to see if it accepts this form. You should also check to see if it requires notarization. If so, sign in the presence of a notary. If it does not, please have one witness (non-relative) sign that you completed and signed this Affidavit.

Notary

Witness:



RODOLFO FIGUEROA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 5, 2022



Rodolfo Figueroa
4/26/2017

Signature

Printed Name

Date

Telephone Number

CIVIL ACTION COVER SHEET		DOCKET NUMBER 17-07636	Trial Court of Massachusetts The Superior Court	
PLAINTIFF(S): William Howard Smith and Laureen Smith ADDRESS: 3 Dresser Hill Road Dudley, MA 01571		COUNTY: Worcester		
ATTORNEY: Michele Unger Callahan, Esq. ADDRESS: 19 Pierce Avenue, Suite C PMB #19 Fitchburg, MA 01420 BBO: 652202		DEFENDANT(S): HSBC Bank USA, National Association, as trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E ADDRESS: c/o Korde and Associates, P.C. 900 Chelmsford Street, Suite 3102 Lowell, MA 01851		
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)				
CODE NO. D03	TYPE OF ACTION (specify) Injunction	TRACK (F)	HAS A JURY CLAIM BEEN MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
*If "Other" please describe:				
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A				
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.				
TORT CLAIMS (attach additional sheets as necessary)				
A. Documented medical expenses to date:				
1. Total hospital expenses				\$ 1,000.00
2. Total doctor expenses				\$
3. Total chiropractic expenses				\$
4. Total physical therapy expenses				\$
5. Total other expenses (describe below)				\$
Subtotal (A):				\$
B. Documented lost wages and compensation to date				
C. Documented property damages to dated				
D. Reasonably anticipated future medical and hospital expenses				
E. Reasonably anticipated lost wages				
F. Other documented items of damages (describe below)				
G. Briefly describe plaintiff's injury, including the nature and extent of injury: Plaintiff suffers from severe distress, loss of sleep, increased pain, and difficulty walking without assistance				
TOTAL (A-F):				\$ 11,000.00
CONTRACT CLAIMS (attach additional sheets as necessary)				
Provide a detailed description of claims(s): Violation of the MA Consumer Protection Act				
TOTAL:				\$ 10,000.00
Signature of Attorney/Pro Se Plaintiff: <i>[Signature]</i>				Date: 05/10/2017
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
CERTIFICATION PURSUANT TO SJC RULE 1:18				
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.				
Signature of Attorney of Record: <i>[Signature]</i>				Date: 5/10/2017

FILED
MAY 10 2017

ATTEST: *[Signature]* CLERK

A true copy by photostatic process

Attest: *[Signature]*

ASSL Clerk

CIVIL ACTION COVER SHEET INSTRUCTIONS **SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE**

AC Actions Involving the State/Municipality *

AA1 Contract Action Involving Commonwealth, Municipality, MBTA, etc. (A)
 AB1 Tortious Action Involving Commonwealth, Municipality, MBTA, etc. (A)
 AC1 Real Property Action Involving Commonwealth, Municipality, MBTA etc. (A)
 AD1 Equity Action Involving Commonwealth, Municipality, MBTA, etc. (A)
 AE1 Administrative Action Involving Commonwealth, Municipality, MBTA, etc. (A)

CN Contract/Business Cases

A01 Services, Labor, and Materials (F)
 A02 Goods Sold and Delivered (F)
 A03 Commercial Paper (F)
 A04 Employment Contract (F)
 A06 Insurance Contract (F)
 A08 Sale or Lease of Real Estate (F)
 A12 Construction Dispute (A)
 A14 Interpleader (F)
 BA1 Governance, Conduct, Internal Affairs of Entities (A)
 BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
 BB1 Shareholder Derivative (A)
 BB2 Securities Transactions (A)
 BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
 BD1 Intellectual Property (A)
 BD2 Proprietary Information or Trade Secrets (A)
 BG1 Financial Institutions/Funds (A)
 BH1 Violation of Antitrust or Trade Regulation Laws (A)
 A99 Other Contract/Business Action - Specify (F)

* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

D01 Specific Performance of a Contract (A)
 D02 Reach and Apply (F)
 D03 Injunction (F)
 D04 Reform/ Cancel Instrument (F)
 D05 Equitable Replevin (F)
 D06 Contribution or Indemnification (F)
 D07 Imposition of a Trust (A)
 D08 Minority Shareholder's Suit (A)
 D09 Interference in Contractual Relationship (F)
 D10 Accounting (A)
 D11 Enforcement of Restrictive Covenant (F)
 D12 Dissolution of a Partnership (F)
 D13 Declaratory Judgment, G.L. c.231A (A)
 D14 Dissolution of a Corporation (F)
 D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party †

PA1 Contract Action involving an Incarcerated Party (A)
 PB1 Tortious Action involving an Incarcerated Party (A)
 PC1 Real Property Action involving an Incarcerated Party (F)
 PD1 Equity Action involving an Incarcerated Party (F)
 PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
 B04 Other Negligence - Personal Injury/Property Damage (F)
 B05 Products Liability (A)
 B06 Malpractice - Medical / Wrongful Death (A)
 B07 Malpractice - Other (A)
 B08 Wrongful Death, G.L. c.229 §2A (A)
 B15 Defamation (A)
 B19 Asbestos (A)
 B20 Personal Injury - Slip & Fall (F)
 B21 Environmental (F)
 B22 Employment Discrimination (F)
 BE1 Fraud, Business Torts, etc. (A)
 B99 Other Tortious Action (F)

RP Real Property

C01 Land Taking (F)
 C02 Zoning Appeal, G.L. c. 40A (F)
 C03 Dispute Concerning Title (F)
 C04 Foreclosure of a Mortgage (X)
 C05 Condominium Lien & Charges (X)
 C99 Other Real Property Action (F)

MC Miscellaneous Civil Actions

E18 Foreign Discovery Proceeding (X)
 E97 Prisoner Habeas Corpus (X)
 E22 Lottery Assignment, G.L. c. 10 §28 (X)

AB Abuse/Harassment Prevention

E15 Abuse Prevention Petition, G.L. c. 209A (X)
 E21 Protection from Harassment, G.L. c. 258E(X)

AA Administrative Civil Actions

E02 Appeal from Administrative Agency, G.L. c. 30A (X)
 E03 Certiorari Action, G.L. c.249 §4 (X)
 E05 Confirmation of Arbitration Awards (X)
 E06 Mass Antitrust Act, G. L. c. 93 §9 (A)
 E07 Mass Antitrust Act, G. L. c. 93 §8 (X)
 E08 Appointment of a Receiver (X)
 E09 Construction Surety Bond, G.L. c. 149 §29, 29A (A)
 E10 Summary Process Appeal (X)
 E11 Worker's Compensation (X)
 E16 Auto Surcharge Appeal (X)
 E17 Civil Rights Act, G.L. c.12 §11H (A)
 E24 Appeal from District Court Commitment, G.L. c.123 §9(b) (X)
 E25 Pleural Registry (Asbestos cases) (X)
 E94 Forfeiture, G.L. c.265 §56 (X)
 E95 Forfeiture, G.L. c.94C §47 (F)
 E99 Other Administrative Action (X)
 Z01 Medical Malpractice - Tribunal only, G.L. c. 231 §60B (F)
 Z02 Appeal Bond Denial (X)

SO Sex Offender Review

E12 SDP Commitment, G.L. c. 123A §12 (X)
 E14 SDP Petition, G.L. c. 123A §9(b) (X)

RC Restricted Civil Actions

E19 Sex Offender Registry, G.L. c.6 §178M (X)
 E27 Minor Seeking Consent, G.L. c.112 §12S (X)

TRANSFER YOUR SELECTION TO THE FACE SHEET**EXAMPLE:**

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or pro se party.

DUTY OF THE DEFENDANT - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT

WILLIAM HOWARD SMITH and
LAUREEN SMITH,

Plaintiffs,

v.

HSBC Bank USA, National Association,
as trustee for Fremont Home Loan Trust
2006-E Mortgage-Backed Certificates,
Series 2006-E

Defendant(s).

FILED

MAY 10 2017

CIVIL ACTION

NO.:

17-0763B

ATTEST:

CLERK

EX PARTE MOTION FOR A TEMPORARY RESTRAINING ORDER

Now come the Plaintiffs, William Howard Smith and Laureen Smith, residents and rightful owners of 3 Dresser Hill Road, Worcester County, Massachusetts by deed from William Howard Smith to William Howard Smith and Laureen Smith on June 1, 1981, recorded on June 4, 1981 in consideration of less than \$100.00, recorded at Book 7244, Page 293 and move this Honorable Court pursuant to Mass. R. Civ. P. 65, and ex parte pursuant to Rule 9A of the Superior Court Rules, for a temporary restraining order that the Defendant be enjoined from proceeding with the foreclosure auction scheduled for May 10, 2017 at 12:00 PM respecting the Plaintiffs' residence located at 3 Dresser Hill Road, Dudley, Worcester, Massachusetts until the final disposition of Plaintiffs' Complaint filed herewith

As grounds therefore, the Plaintiffs say that as is detailed in the Plaintiffs' accompanying Affidavit and the Complaint filed herewith.

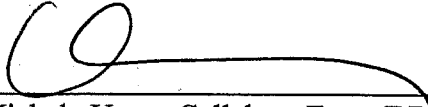
*Temporary Restraining order allowed until May 16, 2017
Parties to appear on that date for hearing.*

*Robert J. Curran, Jr. S
5/10/16*

Respectfully submitted,

William Howard Smith and Laureen Smith,
By their attorney,

Date: 05/10/2017



Michele Unger Callahan, Esq., (BBO #652202)
19 Pierce Avenue, Suite C
PMB #19
Fitchburg, MA 01420
mucallahanesq@gmail.com
(617) 417-7584

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT

WILLIAM HOWARD SMITH and
LAUREEN SMITH,

Plaintiffs,

v.

HSBC Bank USA, National Association,
as trustee for Fremont Home Loan Trust
2006-E Mortgage-Backed Certificates,
Series 2006-E

Defendant(s)

FILED
MAY 19 2017

ATTEST:

[Signature]

CIVIL ACTION

CLERK NO.:

17-0763B

[Handwritten mark]

AFFIDAVIT

1. We, William Howard Smith and Laureen Smith ("Plaintiffs") are residents and rightful owners of 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts by deed from Elida Wood, as life tenant, and Charles K. Wood, a/k/a Charles Kenneth Wood to William Howard Smith dated September 26, 1980 and recorded on September 26, 1980 at the Worcester County Registry of Deeds, Book 7070, Page 73, and subsequently conveyed by deed from William Howard Smith to William Howard Smith and Laureen Smith dated June 1, 1981 and recorded on June 4, 1981 at the Worcester County Registry of Deeds, Book 7244, Page 293.

2. According to the notice in the newspaper, Defendant, HSBC Bank USA, National Association, as trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates,

Series 2006-E is the mortgage lender foreclosing on the mortgage from Mortgage from David Gallant, Jr. to MERS as nominee for Fremont Investment & Loan at Book 39759, Page 369 on 9/13/2006. The auction date is scheduled for May 10, 2017 at 12:00 PM.

3. We, William Howard Smith and Laureen Smith, entered into a mortgage from William Howard Smith and Laureen Smith to GMAC Mortgage Corporation in the original principal amount of \$26,750.00, dated March 22, 2000 and recorded on March 24, 2000 at the Worcester County Registry of Deeds, at Book 22423, Page 313.

4. We, William Howard Smith and Laureen Smith, also entered into a Home Equity Line of Credit Mortgage from William Howard Smith and Laureen Smith to GMAC Mortgage Corporation in the original principal amount of \$94,800.00, dated March 22, 2000 and recorded on March 24, 2000 at the Worcester County Registry of Deeds, at Book 22423, Page 320.

5. On or around June/July 2006, we, William Howard Smith and Laureen Smith were struggling to make our mortgage payments. We were approached by Allen Seymour, who was proposing we enter into a reverse mortgage. We signed some preliminary documents, but after a few conversations with Mr. Seymour, we did not hear from him again.

6. Allen Seymour, by means of a false deed, misrepresentation and false power-of-attorney, defrauded us, and forged a deed to from us, William Howard Smith and Laureen Smith to David W. Gallant, Jr.

7. We never signed a deed or attended a closing. According to the Commonwealth's Statement of the Case, Allen Seymour used our signatures from the preliminary documentation he had obtained from us and created a false power-of-attorney and forged deed.

8. The forged deed is dated July 25, 2006, but we never signed a deed. A fraudulent closing was held and Seymour and his associates recorded the forged deed from us, William Howard Smith and Laureen Smith to David W. Gallant, Jr

9. We never attended a closing, and were not aware a closing had occurred until approached by the Attorney General's office with respect to its cases against Allen Seymour, Raymond Desautels, III and Judith Piette, notary public.

10. The forged deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. was dated July 25, 2006 and recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 366.

11. A mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00 was recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369.

12. We testified at the Grand Jury trials for Allen Seymour and Judith Piette.

13. On September 25, 2009 the Grand Jury brought the following criminal charges against Allen Seymour: Uttering of False or Forged Power of Attorney, Forgery of Power of Attorney and Inducement to Part with Property by False Pretense.

14. On September 25, 2009, the Grand Jury brought the following criminal charge against Judith Piette: False Written Report by a Public Officer. (See Exhibits D, E)

15. On or around August 12, 2016 we received a letter from Hinshaw & Culbertson, LLP informing them of their right to appear at a future auction and bid to repurchase their property. There was no mention of a foreclosure date in the letter. This was the only notice we


had of the foreclosure until we read about the foreclosure auction in the newspaper on April 6, 2017.

16. Upon learning of the foreclosure, we contacted the Defendant to discuss our options. Pursuant to the communication with the Defendant and at the Defendant's request, we provided Identity Theft Affidavits to the Defendant on April 26, 2017. We were told it would take approximately thirty days to review the forms. We requested a continuance or cancellation of the auction date while the Defendant reviewed the Affidavits.

17. On Friday afternoon, May 5, 2017, we were informed that the Defendant did not intend to continue or cancel the auction and that the auction would still take place on May 10, 2017 at 12:00 PM.

18. The Defendant's unwillingness to resolve this matter has caused us significant physical and emotional distress. I, Laureen, suffer from anxiety and have had to increase my medication. The stress has worsened my fibromyalgia, including limiting my ability to get around. We both have difficulty sleeping.

Dated: 05/10/2017



William Howard Smith



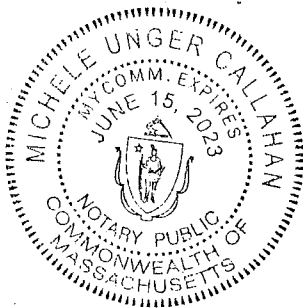
Laureen Smith

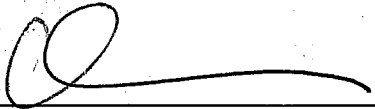
Commonwealth of Massachusetts

Worcester, ss.

May 10, 2017

Then personally appeared the above named William Howard Smith and Laureen Smith,
personally known to me (or proved to me on the basis of satisfactory evidence, being ____
____ DL _____) and being duly sworn, certified to the truth of the foregoing statements,
before me




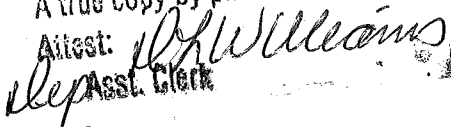
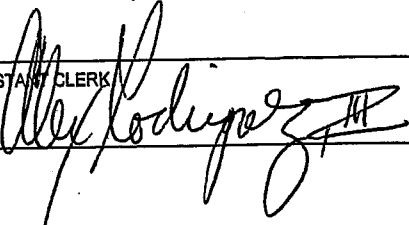



Michele Unger Callahan
Notary Public
My commission expires: June 15, 2023

A true copy by photostatic process

Attest:


Dep. Asst. Clerk

SUMMONS AND TEMPORARY RESTRAINING ORDER	DOCKET NUMBER 1785CV00763	Trial Court of Massachusetts The Superior Court 	
CASE NAME: William H Smith et al vs. HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates,		Dennis P. McManus, Clerk of Courts	
TO: Series 2006-E HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E		COURT NAME & ADDRESS Worcester County Superior Court 225 Main Street Worcester, MA 01608	
<p>To the above named defendant(s):</p> <p>You are hereby summoned and required to serve upon, plaintiff's attorney:</p> <p style="text-align: center;">Michele Unger Callahan, Esq. 19 Pierce Ave Ste. C PMB #19 Fitchburg, MA 01420</p> <p>an answer to the complaint/3rd party complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint/3rd party complaint. You are also required to file your answer to the complaint/3rd party complaint in the office of Clerk of this Court at Worcester either before service upon plaintiff's attorney or within a reasonable time thereafter.</p> <p>Unless otherwise provided by Rule13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.</p> <p>WE ALSO NOTIFY YOU that application has been made in said action for a Temporary Restraining Order. A hearing will be held at the court house on:</p> <p style="text-align: center;">Date: 05/16/2017 Time: 02:00 PM Session: Civil B Session Location: Worcester County Superior Court</p> <p>at which time you may appear and show cause why such application should not be granted. In the meantime, until such hearing, WE COMMAND YOU, HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E and your agents, attorneys and counselors, and each and every one of them:</p> <p>That the Defendant be enjoined from proceeding with the foreclosure auction scheduled for May 10, 2017 at 12:00 PM respecting the Plaintiffs' residence located at 3 Dresser Hill Road, Dudley, Worcester, Massachusetts until May 16, 2017 parties to appear on that date for a hearing.</p> <p style="text-align: right;">A true copy by photostatic process Attest:  Deputy Clerk </p>			
DATE ISSUED 05/10/2017	ASSOCIATE JUSTICE Hon. James G Reardon, Jr.	ASSISTANT CLERK X 	SESSION PHONE# (508)831-2364

CIVIL TRACKING ORDER (STANDING ORDER 1- 88)	DOCKET NUMBER 1785CV00763	Trial Court of Massachusetts The Superior Court 
CASE NAME: William H Smith et al vs. HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates,		Dennis P. McManus, Clerk of Courts
TO: Series 2006-E File Copy		COURT NAME & ADDRESS Worcester County Superior Court 225 Main Street Worcester, MA 01608

TRACKING ORDER - F - Fast Track

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		08/08/2017	
Response to the complaint filed (also see MRCP 12)		09/07/2017	
All motions under MRCP 12, 19, and 20	09/07/2017	10/10/2017	11/06/2017
All motions under MRCP 15	09/07/2017	10/10/2017	11/06/2017
All discovery requests and depositions served and non-expert depositions completed	03/06/2018		
All motions under MRCP 56	04/05/2018	05/07/2018	
Final pre-trial conference held and/or firm trial date set			09/04/2018
Case shall be resolved and judgment shall issue by			05/10/2019

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.
Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.
This case is assigned to

DATE ISSUED 05/10/2017	ASSISTANT CLERK Gail Dempsey	PHONE (508)831-2364
----------------------------------	--	-------------------------------

Filed
5/15/17

COMMONWEALTH OF MASSACHUSETTS
WORCESTER, SS.

FILED
MAY 15 2017
CLERK

SUPERIOR COURT

WILLIAM HOWARD SMITH and
LAUREEN SMITH,

Plaintiffs,

v.

HSBC Bank USA, National Association,
as trustee for Fremont Home Loan Trust
2006-E Mortgage-Backed Certificates,
Series 2006-E

Defendant(s).

CIVIL ACTION
NO.: 17-0763B

MOTION FOR CONTINUANCE

Now come the Plaintiffs, William Howard Smith and Laureen Smith, and respectfully request this Honorable Court for an order to continue the Injunction Hearing, currently scheduled for May 16, 2017 at 2:00 P.M. until May 25, 2017 at 2 P.M.

In support their Motion, the Plaintiffs state:

1. This case was filed on May 10, 2017.
2. Immediately following the receipt of the Court's granting the Temporary Restraining Order a copy of the Summons and Temporary Restraining Order was sent via electronic mail to Korde and Associates, PC, and the foreclosure auction was stopped.
3. The Summons and Temporary Restraining Order and Complaint were delivered to the Middlesex County Sheriff's office on May 10, 2017 to be served on counsel for the

5-15-17 Allowed
Notices Mailed 5/15/17

Defendant, Korde and Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, Massachusetts.

4. Correspondence from Ocwen Loan Servicing, LLC as agent for Defendant had provided the name and address of Korde and Associates, PC for future communication with the Defendant.
5. On May 11, 2017, Korde and Associates, PC refused service of the Complaint and Temporary Restraining Order and Complaint.
6. On May 11, 2017, the Middlesex Sheriff's Office notified Plaintiffs' counsel that the delivery of the Summons and Temporary Restraining Order and Complaint was refused by Korde and Associates.
7. Upon communication with Defendant's counsel, Korde and Associates, PC, Plaintiff's counsel was advised that the Summons and Temporary Restraining Order should be served to Korde and Associates, PC. However, Korde and Associates had already refused the Summons. Defendant's counsel also advised that Plaintiffs serve the Summons and Temporary Restraining Order and Complaint on Hinshaw & Culbertson, LLC of Boston, Massachusetts. Pursuant to prior communication with Hinshaw & Culbertson, LLC, counsel for Plaintiffs was advised that their case respecting the property located at 3 Dresser Hill Road, Dudley, Massachusetts had been closed.
8. Counsel for the Plaintiffs has not received the returned Summons and Temporary Stop Order and Complaint from the Middlesex Sheriff's Office as of May 15, 2017 at 9:00 AM.

9. Plaintiffs are searching for an agent for the Defendant to accept the Summons and Temporary Restraining Order.
10. Plaintiffs are requesting a continuance of the Injunction Hearing until Thursday, May 25, 2017 at 2:00 PM, to allow for the return of the Summons and Temporary Restraining Order and Complaint and to locate an authorized agent of the Defendant who will accept service of the Summons and Temporary Restraining Order and Complaint.

WHEREFORE, Plaintiffs request that the Court:

- a. Grant their Motion for Continuance; and
- b. Order any other relief that is fair and just.

Respectfully submitted,

William Howard Smith and Laureen Smith,
By their attorney,


Date: 05/15/2017



Michele Unger Callahan, Esq., (BBO #652202)
19 Pierce Avenue, Suite C
PMB #19
Fitchburg, MA 01420
mucallahanesq@gmail.com
(617) 417-7584

A true copy by photostatic process

Attest: 
Asst. Clerk

CLERK'S NOTICE	DOCKET NUMBER 1785CV00763	Trial Court of Massachusetts The Superior Court 
CASE NAME: William H Smith et al vs. HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E		Dennis P. McManus, Clerk of Courts
TO: File Copy		COURT NAME & ADDRESS Worcester County Superior Court 225 Main Street Worcester, MA 01608
<p>You are hereby notified that on 05/15/2017 the following entry was made on the above referenced docket:</p> <p>Endorsement on Motion for Continuance of May 16, 2017 Hearing (#5.0): ALLOWED</p> <p>Notices mailed 5/15/17</p>		
DATE ISSUED 05/15/2017	ASSOCIATE JUSTICE/ ASSISTANT CLERK Hon. Richard T Tucker	SESSION PHONE# (508)831-2364

6/16

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT

WILLIAM HOWARD SMITH, *et al.*

Plaintiffs

v.

HSBC Bank USA, National Association,
as Trustee for Fremont Home Loan Trust
2006-E Mortgage-Backed Certificates,
Series 2006-E,

Defendants

CIVIL ACTION

NO.: 1785CV00763B

FILED

JUN 16 2017

ATTEST:

CLERK

PLAINTIFFS' MOTION TO FILE AN AMENDED COMPLAINT

COME NOW the Plaintiffs, William Howard Smith and Laureen Smith, by and through their attorney, Michele Unger Callahan, Esq., and move this Court to for leave to file an Amended Complaint, for the following reasons:

1. On or about May 10, 2017, William Howard Smith and Laureen Smith ("Plaintiffs") filed a Complaint against HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006. ("Defendant").

6-22-17 Allowed as a matter of right prior to a responsive pleading being filed
Turkha. J

Notices Mailed 6/23/17

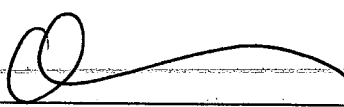
2. Subsequent to two unsuccessful attempts for service of process of the Complaint on the Defendant, a summons was successfully served to the Defendant on or about June 9, 2017.
3. As of June 16, 2017, Plaintiffs have not received a Response from the Defendant.

WHEREFORE, pursuant to Mass. R. Civ. P. 15, 365 Mass. 761 (1974) Plaintiffs request that the Court enter an Order allowing the Motion to File an Amended Complaint, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

William Howard Smith and Laureen Smith,
By their attorney,


Date: 06/16/2017




Michele Unger Callahan, Esq., (BBO #652202)
19 Pierce Avenue, Suite C
PMB #19
Fitchburg, MA 01420
mucallahanesq@gmail.com
(617) 417-7584




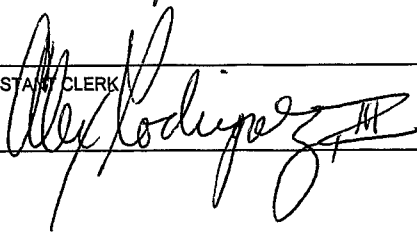
A true copy by photostatic process

Attest:


Asst. Clerk

CLERK'S NOTICE	DOCKET NUMBER 1785CV00763	Trial Court of Massachusetts The Superior Court 
CASE NAME: William H Smith et al vs. HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E		Dennis P. McManus, Clerk of Courts
TO: File Copy		COURT NAME & ADDRESS Worcester County Superior Court 225 Main Street Worcester, MA 01608
<p>You are hereby notified that on 06/22/2017 the following entry was made on the above referenced docket:</p> <p>Endorsement on Motion to File an Amended Complaint (#6.0): ALLOWED</p> <p>As a matter of right prior to a responsive pleading being filed. Notices mailed 6/23/17</p>		
DATE ISSUED 06/23/2017	ASSOCIATE JUSTICE/ ASSISTANT CLERK Hon. Richard T Tucker	SESSION PHONE# (508)831-2364

6/16

SUMMONS AND TEMPORARY RESTRAINING ORDER	DOCKET NUMBER 1785CV00763	Trial Court of Massachusetts The Superior Court 	
CASE NAME: William H Smith et al vs. HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates,		Dennis P. McManus, Clerk of Courts	
TO: Series 2006-E HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E		COURT NAME & ADDRESS Worcester County Superior Court 225 Main Street Worcester, MA 01608	
<p>To the above named defendant(s):</p> <p>You are hereby summoned and required to serve upon, plaintiff's attorney:</p> <p style="text-align: center;">Michele Unger Callahan, Esq. 19 Pierce Ave Ste. C PMB #19 Fitchburg, MA 01420</p> <p style="text-align: right;">FILED JUN 16 2017 ATTEST:  CLERK</p> <p>an answer to the complaint/3rd party complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint/3rd party complaint. You are also required to file your answer to the complaint/3rd party complaint in the office of Clerk of this Court at Worcester either before service upon plaintiff's attorney or within a reasonable time thereafter.</p> <p>Unless otherwise provided by Rule13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.</p> <p>WE ALSO NOTIFY YOU that application has been made in said action for a Temporary Restraining Order. A hearing will be held at the court house on:</p> <p style="text-align: center;">Date: 05/16/2017 Time: 02:00 PM Session: Civil B Session Location: Worcester County Superior Court</p> <p>at which time you may appear and show cause why such application should not be granted. In the meantime, until such hearing, WE COMMAND YOU, HSBC Bank USA, National Association Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E and your agents, attorneys and counselors, and each and every one of them:</p> <p>That the Defendant be enjoined from proceeding with the foreclosure auction scheduled for May 10, 2017 at 12:00 PM respecting the Plaintiffs' residence located at 3 Dresser Hill Road, Dudley, Worcester, Massachusetts until May 16, 2017 parties to appear on that date for a hearing.</p> <p style="text-align: right;">A true copy by photostatic process Attest:  Dep. Asst. Clerk</p>			
DATE ISSUED 05/10/2017	ASSOCIATE JUSTICE Hon. James G Reardon, Jr.	ASSISTANT CLERK X 	SESSION PHONE# (508)831-2364

Affidavit of Process Server

TRIAL COURT OF MASSACHUSETTS THE SUPERIOR COURT

WILLIAM H. SMITH

VS HSCB BANK USA, NA

1785cv00763

PLAINTIFF/PETITIONER

DEFENDANT/RESPONDENT

CASE NUMBER

I KEVIN S. DUNN being first duly sworn, depose and say: that I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to perform said service. RECEIVED 6/8/17

Service: I served HSCB BANK USA, NATIONAL ASSOCIATION Trustee for FREMONT HOME LOAN TRUST 2006-E MORTGAGE-BACKED CERTIFICATES SERIES 2006-E
NAME OF PERSON / ENTITY BEING SERVED

with (list documents) SUMMONS AND TEMPORARY RESTRAINING ORDER AND COMPLAINT

by leaving with LYNANNE GARES (authorized person at registered agent) At
NAME RELATIONSHIP

☐ Residence ADDRESS CITY / STATE
☒ Business ADDRESS CITY / STATE
C/O OCWEN LOAN SERVING C/O CORPORATION SERVICE CO. 2711 CENTERVILLE RD. WILMINGTON, DE 19808

On 6/8/17 AT 12:30 PM
DATE TIME

Thereafter copies of the documents were mailed by prepaid, first class mail on _____
from _____
CITY STATE ZIP

Manner of Service:

☒ CORPORATE

☐ **Personal:** By personally delivering copies to the person being served.

☐ **Substituted at Residence:** By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of 18 and explaining the general nature of the papers.

☐ **Substituted at Business:** By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof.

☐ **Posting:** By posting copies in a conspicuous manner to the front door of the person/entity being served.

☐ **Non-Service:** After due search, careful inquiry and diligent attempts at the address (es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

☐ Unknown at Address ☐ Moved, Left no Forwarding ☐ Service Cancelled by Litigant ☐ Unable to Serve in Timely Fashion
☐ Address Does Not Exist ☐ Other

Service Attempts: Service was attempted on: (1) _____ (2) _____
DATE TIME DATE TIME

(3) _____ (4) _____ (5) _____
DATE TIME DATE TIME DATE TIME

AGE 45 Sex F Race W Height 5'6 Weight 180 HAIR BROWN

SIGNATURE OF PROCESS SERVER
KEVIN S. DUNN

SUBSCRIBED AND SWORN in the State of Delaware, New Castle County before me this 8TH day of June, 2017

DENORRIS ANGELO BRITT
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires May 16, 2018

SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC for the state of DELAWARE

A true copy by photostatic process

Attest: [Signature]
Dep Asst. Clerk

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT

WILLIAM HOWARD SMITH and
LAUREEN SMITH,

Plaintiffs,

v.

HSBC Bank USA, National Association,
as Trustee for Fremont Home Loan Trust
2006-E Mortgage-Backed Certificates,
Series 2006-E,

and

Fremont Investment & Loan,
and

HSBC Bank, USA, National Association,
as Trustee under the Pooling and Servicing
Agreement dated as of December 1, 2006,
Fremont Investment & Loan Trust 2006-E,
and

HSBC Bank, USA, National Association,
as Trustee under the Pooling and Servicing
Agreement dated as of December 1, 2006,
Fremont Home Loan Trust 2006-E,

and

Mortgage Electronic Registration Systems, Inc.
and

David Gallant, Jr., a/k/a David W. Gallant, Jr.

Defendants

CIVIL ACTION
NO.: 1785CV00763B

FILED

JUN 22 2017

ATTEST:

Del M. H. CLERK

8

AMENDED COMPLAINT

Background

1. Plaintiffs, William Howard Smith and Laureen Smith ("Plaintiffs") are residents and rightful owners of 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts by deed from Elida Wood, as life tenant, and Charles K. Wood, a/k/a Charles Kenneth Wood to William Howard Smith dated September 26, 1980 and recorded on September 26, 1980 at the Worcester County Registry of Deeds, Book 7070, Page 73, and subsequently conveyed by deed from William Howard Smith to William Howard Smith and Laureen Smith dated June 1, 1981 and recorded on June 4, 1981 at the Worcester County Registry of Deeds, Book 7244, Page 293.

2. Defendant, HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E, c/o Ocwen Loan Servicing, 2711 Centerville Road, Suite 400, Wilmington, DE 19808, is the mortgage lender foreclosing on the mortgage from David Gallant, Jr. to MERS as nominee for Fremont Investment & Loan at Book 39759, Page 369 on 9/13/2006. The auction date was scheduled for May 10, 2017 at 12:00 PM.

3. Defendant, Fremont Investment & Loan, c/o Litton Loan Servicing LP, a subsidiary of Ocwen Loan Servicing, 1703 Laurel Street, Columbia, SC 29201, is the mortgage lender who conveyed a foreclosure deed foreclosing on the mortgage from David Gallant, Jr. to MERS as nominee for Fremont Investment and Loan at Book 39759, Page 369 on 9/13/2006 to HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E and subsequently assigned the same mortgage to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Home Loan Trust

2006-E. The foreclosure deed was recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206. The Assignment to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Home Loan Trust 2006-E was recorded on August 13, 2009 at Worcester County Registry of Deeds, Book 44719, Page 125.

4. Defendant, HSBC Bank, USA National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E, c/o Ocwen Loan Servicing, 2711 Centerville Road, Suite 400, Wilmington, DE 19808, is the grantee to the foreclosure deed from Fremont Investment & Loan, recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206.

5. Defendant, HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Home Loan Trust 2006-E, c/o Ocwen Loan Servicing, 2711 Centerville Road, Suite 400, Wilmington, DE 19808 was the assignee of the mortgage from David Gallant, Jr. to MERS as nominee for Fremont Investment & Loan recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369 by Fremont Investment a& Loan. The Assignment was recorded on august 13, 2009 at Worcester County Registry of Deeds, Book 44719, Page 125.

6. Defendant, Mortgage Electronic Registration Systems, Inc., Corporate Headquarters, 1818 Library Street, Suite 300, Reston, VA 20190 is the holder of the original mortgage from David Gallant, Jr. to MERS as nominee for Fremont Investment & Loan recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759. MERS subsequently assigned the mortgage to Fremont Investment & Loan by Assignment recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 201 and further

assigned said mortgage to HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E recorded on November 24, 2015 at the Worcester County Registry of Deeds, book 54615, Page 275.

7. Defendant, David Gallant, Jr. of 20 Hyland Avenue, Leicester, MA 01524 is the grantee of the forged deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. was dated July 25, 2006 and recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 366.

8. Jurisdiction arises under M.G.L. c. 212 §3.

9. Venue is proper in this Court under M.G.L. c. 212 §4 and M.G.L. c. 214 §5.

10. Plaintiffs entered into a mortgage from William Howard Smith and Laureen Smith to GMAC Mortgage Corporation in the original principal amount of \$26,750.00, dated March 22, 2000 and recorded on March 24, 2000 at the Worcester County Registry of Deeds, at Book 22423, Page 313.

11. Plaintiffs entered into a Home Equity Line of Credit Mortgage from William Howard Smith and Laureen Smith to GMAC Mortgage Corporation in the original principal amount of \$94,800.00, dated March 22, 2000 and recorded on March 24, 2000 at the Worcester County Registry of Deeds, at Book 22423, Page 320.

12. On or around June/July 2006, Plaintiffs, William Howard Smith and Laureen Smith were struggling to make their mortgage payments. Due to the Plaintiffs' difficulties in making their mortgage payments, Plaintiffs were sought out by Allen Seymour, who offered the Plaintiffs a potential solution in the form of a reverse mortgage. The Plaintiffs signed preliminary documents, but after a few conversations with Seymour, the Plaintiffs did not hear from Seymour again.

13. Allen Seymour, by means of a forged deed, misrepresentation, forged power-of-attorney, and, with the assistance of Judith Piette, fraudulent notarization, defrauded the Plaintiffs and conveyed a forged deed to from Plaintiffs to David W. Gallant, Jr. (See Exhibits A, B, C)

14. Allen Seymour used the signatures obtained from the preliminary documentation he had obtained from Plaintiffs and created a forged power-of-attorney and forged deed.

15. Allen Seymour also targeted hopeful investors. The investors were told they would be helping homeowners who were in danger of losing their homes. David W. Gallant, Jr. was the "investor" respecting the Smiths' property located at 3 Dresser Hill Road, Dudley, Massachusetts. The Plaintiffs had no knowledge of a potential investor or purchaser of their property.

16. Attorney Raymond Desautels, III conducted the real estate closings for Seymour.

17. On July 25, 2006, a closing was held and Seymour and his associates recorded a forged deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. (See Exhibit A)

18. Judith Piette was an associate of Allen Seymour and acted as Notary Public at the closing.

19. The Plaintiffs never attended a closing, and were not aware a closing had occurred until approached by the Attorney General's office with respect to its cases against Allen Seymour, Raymond Desautels, III and Judith Piette, notary public.

20. The Plaintiffs never intended to sell their property and never signed a deed to David W. Gallant, Jr.

21. The forged deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. was dated July 25, 2006 and recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 366. (See Exhibit A)

22. A mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00 was recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369.

23. With respect to the mortgage from David Gallant, Jr. to MERS as nominee for Fremont Investment & Loan, the following documents have been recorded:

- a. Notice under the Servicemembers Civil Relief Act by Fremont Investment & Loan, recorded on July 9, 2007 at Worcester County Registry of Deeds, Book 41457, Page 82.
- b. Assignment of mortgage from MERS to Fremont Investment & Loan, recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 201.
- c. Complaint to Foreclose Mortgage by Fremont Investment & Loan, recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43428, Page 202.
- d. Certificate of Entry by Fremont Investment & Loan, recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 2008.
- e. Foreclosure Deed from Fremont Investment & Loan to HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E

recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206.

- f. Assignment of mortgage by Fremont Investment & Loan to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Home Loan Trust 2006-E recorded on August 13, 2009 at Worcester County Registry of Deeds, Book 44719, Page 125.
- g. Assignment by MERS, as nominee for Fremont Investment & Loan, its successors and or assigns to HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage Backed-Certificates, Series 2006-E at c/o Ocwen Loan Servicing, LLC recorded on October 23, 2015 at Worcester County Registry of Deeds, Book 54475, Page 395.
- h. Notice under the Servicemembers Civil relief Act by HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E recorded on November 24, 2015 at Worcester County Registry of Deeds, Book 54615, Page 275.
- i. Affidavit re. compliance with M.G.L. c. 244 § 35B by HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E, recorded on January 20, 2017 at Worcester County Registry of Deeds, Book 56635, Page 391.
- j. Affidavit re. note secured by mortgage to be foreclosed in compliance with M.G.L. c. 244, §35C by HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series

2006-E, recorded on January 20, 2017 at Worcester County Registry of Deeds, Book 56635, Page 394.

24. On September 25, 2009 the Grand Jury brought the following criminal charges against Allen Seymour: Uttering of False or Forged Power of Attorney, Forgery of Power of Attorney and Inducement to Part with Property by False Pretense. (See Exhibit C)

25. On September 25, 2009, the Grand Jury brought the following criminal charge against Judith Piette: False Written Report by a Public Officer. (See Exhibits D, E)

26. On January 13, 2010 Judith Piette plead guilty to the charge against her.

27. On November 15, 2010, Allen Seymour entered a guilty plea to the charges against him. (See Exhibit H)

28. On or around August 12, 2016 Plaintiffs received a letter from Hinshaw & Culbertson, LLP informing them of their right to appear at a future auction and bid to repurchase their property. This was the only notice the Plaintiffs had of the foreclosure until the Plaintiffs read about the foreclosure auction in the newspaper on April 6, 2017.

29. Upon learning of the foreclosure, contact was made with the Defendant to discuss the options available to the Plaintiffs. Pursuant to the communication with the Defendant and at the Defendant's request, Plaintiffs provided Identity Theft Affidavits to the Defendant on April 26, 2017. Plaintiffs were told it would take approximately thirty days to review the forms. (See Exhibits F, G)

30. On Friday afternoon, May 5, 2017, the Plaintiffs were informed that the Defendant did not intend to continue the auction and that the auction would still take place on May 10, 2017 at 12:00 PM.

31. The Defendant's unwillingness to resolve this matter has caused the Plaintiffs physical and emotional distress. Laureen Smith suffers from anxiety and has had to increase her medication. The stress has worsened her fibromyalgia, including limiting her ability to get around. Both Plaintiffs have difficulty sleeping.

COUNT I

Invalid Chain of Title

32. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 31.

33. Defendants' claims must be evidenced by proper succession in the chain of title.

34. "The record of a deed . . . or other instrument, duly acknowledged or proved as provided in this chapter, and purporting to affect the title to land, shall be conclusive evidence of the delivery of such instrument, in favor of purchasers for value without notice claiming thereunder." M.G.L. c. 183, § 5.

35. The mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00 was recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369.

36. Notice under the Servicemembers Civil Relief Act was given by Fremont Investment & Loan, recorded on July 9, 2007 at Worcester County Registry of Deeds, Book 41457, Page 82.

37. Assignment of the mortgage from MERS to Fremont Investment & Loan, was not recorded until October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 201; therefore, the subsequent Foreclosure Deed from Fremont Investment & Loan to HSBC Bank,

USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206 is not valid as Notice under the Servicemembers Civil Relief Act was not effective.

38. A subsequent Assignment of mortgage was recorded by Fremont Investment & Loan to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Home Loan Trust 2006-E recorded on August 13, 2009 at Worcester County Registry of Deeds, Book 44719, Page 125.

39. A further Assignment by MERS, as nominee for Fremont Investment & Loan, its successors and or assigns to HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage Backed-Certificates, Series 2006-E at c/o Ocwen Loan Servicing, LLC (Defendant) was recorded on October 23, 2015 at Worcester County Registry of Deeds, Book 54475, Page 395. MERS no longer held title pursuant to the Assignment of the mortgage from MERS to Fremont Investment & Loan, recorded until October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 201; therefore, MERS was unable to assign the mortgage to HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage Backed-Certificates, Series 2006-E at c/o Ocwen Loan Servicing, LLC, making invalid the Notice under the Servicemembers Civil Relief Act by HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E recorded on November 24, 2015 at Worcester County Registry of Deeds, Book 54615, page 275; the Affidavit re. compliance with M.G.L. c. 244 § 35B by HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E, recorded on January 20, 2017 at Worcester County Registry

of Deeds, Book 56635, Page 391; and the Affidavit re. note secured by mortgage to be foreclosed in compliance with M.G.L. c. 244, §35C by HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E, recorded on January 20, 2017 at Worcester County Registry of Deeds, Book 56635, Page 394.

40. Pursuant to the chain of title, the Foreclosure Deed from Fremont Investment & Loan to HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206 should be set aside and any further foreclosure auction should be stopped.

COUNT II

Forgery and Fraud

41. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 40.

42. The deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. on July 25, 2006, recorded on September 13, 2006 in consideration of \$300,000.00, recorded at Book 39769, Page 366 is null and void. A forged instrument is void and has no effect even when recorded in seemingly regular fashion in the registry of deeds. Countrywide Home Loans, Inc. v. Bruce, 19 LCR207 "[N]either acknowledgment nor recording could confer validity upon an invalid instrument." Strother v. Shain, 322 Mass. 435, 437, 78 N.E.2d 495 (1948)

43. Judith Piette's notarization of the deed was a false written report. The notary's certificate is not fatal to a claim of fraud or forgery and may be overcome with an appropriate showing. Keville v. McKeever, 42 Mass. App. Ct. 140, 675 N.E.2d 417 (1997); Hale v. Hale, 332 Mass. 329, 125 N.E.2d 142 (1955).

44. The mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00, recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369 and any subsequent Assignments, Notices, Complaints or other documents of record thereto are invalid. Any mortgage procured by presentation of a forged deed is null and void. Whittenberger v. Commercial Credit Corporation, N.E.2d 737 (1994) Reliance of a void instrument by a third party does not confer vitality on the void instrument. Breed v. Gardner, 187 Mass. At 304-305. "[B]ona fide purchasers for value are not protected in the case of a forged deed. Hobson v. Hobson, 16 LCR 104 (2008).

COUNT III

Negligent Infliction of Emotional Distress

45. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 44.

46. The Plaintiffs are a third party beneficiary of the mortgage contract between the Defendant and David W. Gallant, Jr., as the Defendant holds a mortgage against the Plaintiffs property located at 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts, and is proceeding with a foreclosure auction against the Plaintiffs' home. As such the Defendant has a duty to the Plaintiff.

47. **Negligence.** See Payton v. Abbott Labs, 386 Mass. 540. Upon learning of the foreclosure auction by means of the notice in the newspaper, the Plaintiffs contacted the Defendant to discuss a solution and to restore the Plaintiffs title. At the Defendant's request, the Plaintiffs provided the Defendants with Identity Theft Affidavits and attachments, including, but not limited to copies of the Commonwealth's Statements of the Case respecting the cases against

Allen Seymour and Judith Piette. The Defendant was aware of the claim of forgery. The Defendant acted negligently as ordinary prudence would have required the Defendant to continue or stop the foreclosure auction and proceed with alternatives to restore the Plaintiffs to their rightful position.

48. **Emotional Distress. Causation. Physical Harm.** See Payton v. Abbott Labs, 386 Mass. 540. Upon learning of the foreclosure auction, the Plaintiffs became seriously distressed. Both William and Laureen have been unable to get adequate sleep since learning of the auction. Laureen suffers from fibromyalgia and her symptoms have worsened. Laureen now needs to use a walker to get around. Her doctor has increased her medication for stress.

49. **Reasonable Person Would Have Suffered Emotional Distress.** See Payton v. Abbott Labs, 386 Mass. 540. The Plaintiffs have nowhere to go should their home be foreclosed upon and they are evicted. They do not have the financial capability to start over some place new. If evicted, the Plaintiffs will be dependent upon family at best and face homelessness at worst. Any reasonable person would suffer emotional distress under these circumstances.

COUNT IV

Violation of the Massachusetts Consumer Protection Act and Applicable Regulations

50. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 49.

51. Defendant owes a duty to the Plaintiffs as third party beneficiaries to the contract between Defendant and David Gallant, Jr., and has violated and continues to violate the Massachusetts Consumer Protection Act, M.G.L. c. 93A, §2 and applicable regulations promulgated by the Massachusetts Attorney General pursuant to M.G.L. c. 93A, §2(c) including, without limitation:

a. 940 C.M.R. § 3.16, in that its conduct was unfair, deceptive,

oppressive, unconscionable, and contrary to public policy and generally recognized standards applicable to the consumer lending business;

b. 940 C.M.R. § 3.16, in that its conduct violated the requirement of good faith and fair dealing applicable to contracts under M.G.L. c. 106, §1-203;

c. 940 C.M.R. § 3.16, in that its conduct violated existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety or welfare;

52. The Plaintiffs have been injured by virtue of Defendant's violations. Said injuries include, but are not limited to:

- a. significant emotional distress;
- b. increased fees and other costs to avoid or attempt to avoid foreclosure of invalid mortgage; and,
- c. physical harm.

53. Defendant's conduct was and is willful or knowing within the meaning of the Massachusetts Consumer Protection Act, M.G.L. c. 93A, §9.

~~54. Defendant's refusal to grant relief upon demand was and is in bad faith, with~~
knowledge or reason to know that the act or practice complained of violated M.G.L. c. 93A, §2.

Wherefore the Plaintiffs respectfully request the following relief:

Injunctive Relief

55. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 54.

56. Plaintiffs have been seriously injured and will suffer irreparable harm of a

continuing nature that cannot be adequately calculated or compensated in money damages, unless the Defendants foreclosure and other activities complained of are preliminarily and permanently enjoined.

57. Plaintiffs ask the Court to Grant a permanent or final injunction enjoining Defendant's agents and employees, affiliates and subsidiaries, from continuing to harm Plaintiff, specifically enjoining Defendant from proceeding with the foreclosure auction.

Set Aside Deeds and Subsequent Recordings

58. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 57.

59. Plaintiffs move this Court to set aside the forged deed from William Howard Smith and Laureen Smith to David W. Gallant, Jr. was dated July 25, 2006 and recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 366, and any recorded documents pursuant thereto.

60. Plaintiffs move this Court to set aside the invalid Foreclosure Deed from Fremont Investment & Loan to HSBC Bank, USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of December 1, 2006, Fremont Investment & Loan Trust 2006-E recorded on October 20, 2008 at Worcester County Registry of Deeds, Book 43426, Page 206, and any recorded documents pursuant thereto.

61. Plaintiffs move this Court to set aside or invalidate the mortgage from David Gallant, Jr. to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Fremont Investment & Loan in the original principal amount of \$285,000.00 was recorded on September 13, 2006 at Worcester County Registry of Deeds, Book 39759, Page 369, and any recorded documents pursuant thereto.

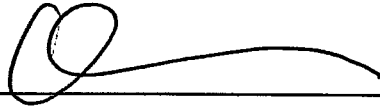
Additional Relief Requested

62. Plaintiffs repeat and incorporate by reference herein paragraphs 1 through 61.
- a. Award actual and/or statutory minimum damages pursuant to M.G.L. c. 93A § 9(3) to the Plaintiffs;
 - b. Award multiple damages pursuant to M.G.L. c. 93A § 9(3) to the Plaintiffs;
 - c. Award Plaintiffs the costs of this action, including the fees and costs of experts, together with reasonable attorneys' fees pursuant to M.G.L. c. 93A § 9(3);
 - d. Award Plaintiffs damages based on Defendant's Negligent Infliction of Emotional Distress; and
 - e. Grant Plaintiffs such other and further relief, in law or in equity, as this Court deems just and proper.

Respectfully submitted,

William Howard Smith and Laureen Smith,
By their attorney,

Date: 06/16/2017


Michele Unger Callahan, Esq., (BBO #652202)
19 Pierce Avenue, Suite C
PMB #19
Fitchburg, MA 01420
mucallahanesq@gmail.com
(617) 417-7584

A true copy by photostatic process

Attest: 
Asst. Clerk

EXHIBIT A

Forged Deed



2008 00137452
Bk: 39759 Pg: 366 Doc: DEED
Page: 1 of 3 09/19/2008 08:42 AM

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 09/19/2008 08:42 AM
Ctrl# 056988 08090 Doc# 00137452
Fee: \$1,388.00 Cons: \$300,000.00

QUITCLAIM DEED

We, William Howard Smith and Laureen Smith, of Dudley, Worcester County, Massachusetts

For Consideration Paid in the amount of \$ 300,000.00

Grants with Quitclaim Covenants to:

David W Gallant Jr, of P.O. Box 432, Rochdale, Worcester County, Massachusetts

The property known as 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts, being more particularly described as follows:

The land with all buildings and improvements thereon, known as 3 Dresser Hill Road, Dudley, Worcester County, Massachusetts, situated on the eastern side of Dresser Hill Road in the northern part of Dudley near Chariton line and bound and described as follows:

BEGINNING at a drill hole in a stone wall on the easterly side of the 1933 Worcester County highway layout of Dresser Hill Road, at the northerly corner of tract, said point being 149.35 feet northerly of a Worcester County Highway bound opposite station 137.15;

THENCE N. 72 degrees 50' 13" E. along said stone wall and land, now or formerly of Richard Lavigne, a distance of one hundred sixty-seven and two hundredths (167.02) feet to an iron pipe;

THENCE N. 72 degrees 31' 50" E. along said stone wall and land of Lavigne, a distance of one hundred eighty-six and eighty-seven hundredths (186.87) feet to an iron pipe in a corner of walls;

THENCE S. 26 degrees 00' 22" E. along a stone wall and land of Theresa Giroux, a distance of three hundred forty-two and ten hundredths (342.10) feet to an iron pipe;

THENCE S. 80 degrees 48' 19" W. along land of Charles K. Wood, now or formerly, a distance of two hundred eight and eight hundredths (208.08) feet to an

Return to: Raymond A Desautels III
466 Main St
Oxford, MA 01540

③

W

3 Dresser Hill Road, Dudley, Worcester County, Massachusetts

iron pipe;

THENCE S. 83 degrees 01' 45" W. along land of Charles K. Wood, now or formerly, a distance of two hundred three and forty-one hundredths (203.41) feet to a stake;

THENCE S. 81 degrees 59' 43" W. along land of Charles K. Wood, now or formerly, a distance of ninety-two and thirty-one hundredths (92.31) feet to an iron pipe on the easterly side of Dresser Hill Road;

THENCE running northerly along the easterly side of Dresser Hill Road , on a curve to the right, having a radius of nine hundred seventy and zero hundredths (970.00) feet and a length of one hundred twenty-three and ninety-three hundredths (123.93) feet to a Worcester County Highway Bound;

THENCE N. 3 degrees 56' 45" E. along the easterly side of Dresser Hill Road, a distance of one hundred forty-nine and thirty-five hundredths (149.35) feet to the drill hole at the point of beginning

BEING the same premises as shown on the plan of land in Dudley, Massachusetts, Surveyed for William Smith, Robert F. Para, Land Surveyor, dated June 23, 1981 and recorded in the Worcester South District Registry of Deeds in book 479, page 82.

SAID premises being about 2.962 acres of so much of the northerly portion of the farm of Charles K. Wood and is on the easterly side of Dresser Hill Road, otherwise known as Route 31.

There is mentioned a supposed right of cutting and drying peat, insofar as it is in force and effect, but the statement and recital, shall not be a renewal, thereof, in a deed from Charles S. Wood to Martin A. Obenawr dated March 10, 1891 and recorded in the Worcester District Registry of Deeds, Book 1345, Page 424. However, there is on record an affidavit which indicates a non-user and/or abandonment for at least 46 years with respect to such alleged right of cutting and drying peat executed by Elida Wood on September 7, 1978 and recorded in the Worcester District Registry of Deeds, which indicates no trace on the entire one hundred ten (110) acres where peat might have been cut and dried, and recorded in Book 6561, page 90.

Being the same premises as conveyed to the grantor by deed dated June 1st, 1981 and recorded with the Worcester District Registry of Deeds Book 7244 Page 293.

Executed as a sealed instrument this 25th day of July, 2006.

William Howard Smith
William Howard Smith

Laureen Smith
Laureen Smith

THE COMMONWEALTH OF MASSACHUSETTS

Worcester ss.

July 25, 2006

On this 25th day of July, 2006, before me, the undersigned Notary Public, personally appeared William Howard Smith & Laureen Smith, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose.

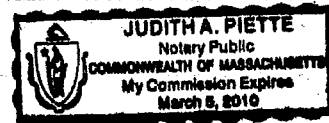
(official seal)

Judith A. Piette

Notary Public:

My Commission Expires:

March 5, 2010



ATTEST: WORC. Anthony J. Vigliotti, Register

EXHIBIT B

Commonwealth's Statements of the Case-

Allen Seymour

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT DEPARTMENT
DOCKET 2009-1190

COMMONWEALTH

v.

ALLEN SEYMOUR

COMMONWEALTH'S STATEMENT OF THE CASE

Now comes the Commonwealth, and respectfully submits this Statement of the Case. This document is not a full and complete recitation of the facts that support the indictments in the above-numbered case, and is not meant to be a Bill of Particulars. The purpose of this document is to aid the Court, defense counsel, and the probation department in assessing the general nature and circumstances of the crimes alleged.

Between April of 2006 and December of 2007, Allen Seymour orchestrated a collection of misrepresentations to homeowners, borrowers and lenders and utilized false deeds and powers of attorney in a scheme calculated to defraud lenders out of millions of dollars in loan proceeds. Seymour achieved this without any regard for the impact this fraud would have on the many victims of his crimes and the community at large.

Seymour targeted properties in danger of foreclosure. He personally approached the owners of these properties and presented a variety of rescue options. For those homeowners who merely wished to sell their properties to avoid foreclosure, Seymour offered to purchase the property for the amount owed to the foreclosing lenders. For the several homeowners who wanted to remain in their homes, Seymour presented rescue plans which ranged from "lifetime leases" and "reverse mortgages" to a simple refinance. Some of these homeowners were told they would need to transfer title to the property to an "investor", and some were not. Seymour had some of these homeowners sign innocuous documents to begin the process. The innocuous pages of the signed document were then discarded and substituted with pages purporting to grant Power of Attorney from the homeowner to associates of Seymour's.

Simultaneously, Seymour found individuals with good credit and in interest in investing in real estate. Many of these "investors" were told they would be helping homeowners in danger of losing their homes to foreclosure. Seymour told several of these investors that the purchase would only be temporary, and the homeowners would purchase the property back from them after Seymour repaired the homeowner's credit. Others were told that Seymour's company would repair and rehabilitate the properties, and then sell them at a profit, to be shared by Seymour and the investors. Seymour promised several investors that he would assist in making the mortgage payments for the loans used to purchase the properties.

None of the proposals made to these "investors" matched the transactions presented to the homeowners. The investors were not told of the "lifetime leases" and "reverse mortgages" Seymour had promised to the homeowners.

Nearly three million dollars in loans were obtained for these purchases. Loan documents indicate the lender believed the purchase price was far greater than the amount the homeowner was selling the property for, if in fact the homeowner knew they were selling the property at all.

Closing attorney and co-defendant Raymond Desautels III conducted each of the real estate closings for Seymour. The homeowners never attended these closings, as their documents were signed using a false Power of Attorney. After receiving the lender's money funding the transaction, Desautels issued a proceeds check payable to the homeowners and based on the fictitious purchase price. Seymour and his associate, with both the proceeds check and false Power of Attorney in hand, the cashed the check at a check cashing business in Worcester. Seymour cashed well over one million dollars in homeowner's proceeds check.

Several investors state that Seymour abandoned them to the mortgage payments after the closing. Without Seymour's promised assistance, the investors were unable to pay the loans, and these mortgages fell into foreclosure. Some homeowners, promised lifetime leases, have been evicted from the properties they had tried to save.

On one occasion Seymour, through misrepresentation, convinced homeowner David Chubka, who had just sold his home, to "invest" the entirety of his proceeds with Seymour,

roughly sixty thousand dollars. Seymour promised an extremely high rate of return on this "investment". Chubka received nothing in return for his trust.

In connection with these facts, Seymour is charged with twelve counts of inducing a lender to part with property G.L. c. 266 § 34; eight counts of uttering G.L. c. 267 § 5; four counts of forgery G.L. c. 267 § 1; and one count of larceny 266 § 30.

Respectfully Submitted,

MARTHA COAKLEY
ATTORNEY GENERAL

Andrew Doherty BBO# 654842
Assistant Attorney General
Criminal Bureau
One Ashburton Place
Boston, Massachusetts 02108
(617) 727-2200 x 2564

Date: _____

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT DEPARTMENT
DOCKET 2009-119020 10 Filed in Court 8/12Attest [Signature]

Assistant Clerk Magistrate

COMMONWEALTH

v.

ALLEN SEYMOUR

COMMONWEALTH'S STATEMENT OF THE CASE

Now comes the Commonwealth, and respectfully submits this Statement of the Case. This document is not a full and complete recitation of the facts that support the indictments in the above-numbered case, and is not meant to be a Bill of Particulars. The purpose of this document is to aid the Court, defense counsel, and the probation department in assessing the general nature and circumstances of the crimes alleged.

I. Summary

Between September, 2006 and December, 2007, Allen Seymour engaged in a widespread mortgage fraud scheme designed to obtain mortgage lender's funds from fraudulent purchase transactions in the Worcester County area. In connection with that scheme, Seymour is charged with twelve counts of inducing a lender to part with property, four counts of forging a power of attorney, eight counts of uttering a false power of attorney, and one count of larceny by false pretense.

II. The Mortgage Fraud Scheme**A. Control of the Property**

The mortgage fraud scheme may be described as follows: Allen Seymour paid co-defendant Jason Passell to identify properties in danger of foreclosure. Seymour personally approached the owners of these properties and presented a variety of rescue scenarios designed

to save the homeowners from foreclosure. For those homeowners who merely wished to sell their properties to avoid foreclosure, Seymour offered to purchase the property for the amount owed to the foreclosing lenders. For the several homeowners who wanted to remain in their homes, Seymour presented rescue plans which ranged from "lifetime leases" and "reverse mortgages" to a simple refinance. Some of these homeowners were told they would need to transfer title to the property to an "investor", and some were not told of the transfer. Seymour had many of these homeowners sign innocuous documents to begin the process. The innocuous pages of the signed document were then discarded and substituted with pages purporting to grant Power of Attorney from the homeowner to associates of Seymour's, including co-defendant Jason Passell. With the false power of attorney in hand, Seymour had acquired control of the property.

B. Control of the "Investor"

Simultaneously, Seymour found individuals with good credit and an interest in investing in real estate. Many of these "investors" were told they would be helping homeowners in danger of losing their homes to foreclosure. Seymour told several of these investors that the purchase would only be temporary, and the homeowners would purchase the property back after Seymour repaired the homeowner's credit. Others were told that Seymour's company would repair and rehabilitate the properties, and then sell them at a profit, to be shared by Seymour and the investors. Seymour promised several investors that he would assist in making the mortgage payments for the loans used to purchase the properties.

None of the proposals made to these "investors" matched the transactions presented to the homeowners. The investors were not told of the "lifetime leases" and "reverse mortgages"

Seymour had promised to the homeowners.

C. The Closing

With the assistance of mortgage broker Erik Tancun¹ and closing attorney Raymond Desautels, III², Seymour then orchestrated a real estate closing where the "investor" purchased the property from the homeowner at an inflated purchase price. Loan documents received from the investor's lenders indicate the lender believed the purchase price was far greater than the

¹ Erik Tancun is currently under indictment in Worcester and Middlesex County for his role in the creation of false documents related to proof of a potential borrower's assets.

² Raymond Desautels, III, for his role in this scheme, was indicted in Worcester County for five counts of Inducing Another to Part with Property by False Pretence, in violation of 266 § 34. He has pled guilty to these charges.

amount the homeowner was selling the property for, if in fact the homeowner knew they were selling the property at all.

Closing attorney and co-defendant Raymond Desautels III conducted each of the real estate closings for Seymour. The homeowners never attended these closings, as their documents were signed using a false Power of Attorney. After receiving the lender's money funding the transaction, Desautels issued a proceeds check payable to the homeowners and based on the fictitious purchase price. This check was given to Seymour. A chart illustrating the difference between what the homeowner understood regarding the transaction and what the investor's lender believed is attached hereto as Attachment "A"³. In sum, these twelve lenders lent nearly three million dollars based on the false statements created by Allen Seymour.

D. Cashing the "seller's" proceeds check

Seymour, accompanied by co-defendant Jason Passell and, in one instance, Dennis Lucier, then took the "seller's" proceeds check to the Check Depot, a check cashing operation in Worcester. There, they cashed the following checks, each time offering as genuine a Power of Attorney known by Seymour to be false:

1. A check payable to William H. Smith and Laureen Smith for their purported sale of 3 Dresser Hill Road, Dudley, Massachusetts, in the amount of \$152,603.05. The Smiths' were unaware they had sold their home. They did not knowingly grant the Power of Attorney used to cash this check to Jason Passell or any other person.

2. A check payable to Dennis and Susan Fountain for their purported sale of 20 Park Street, Oxford, Massachusetts in the amount of \$72,572.36. Although the Fountains believed they were selling their property they specifically told Allen Seymour and Raymond Desautels they did not want to give Power of Attorney to anyone for the transaction. Seymour forged the Power of Attorney used to cash this check by replacing the functional pages of a document truly signed by the Fountains with a page purportedly granting Power of Attorney from the Fountains' to Jason Passell.

3. A check payable to Paul O'Connor for his purported sale of 1111 Millbury Street, Worcester, Massachusetts in the amount of \$155,317.56. O'Connor was unaware that he had sold his home. He had not knowingly granted a Power of Attorney to Dennis Lucier or any other

³ The chart further describes the amount of funds sent by the lender to Desautels and the amount of the Seller's proceeds check issued by Desautels.

person. Seymour had earlier forged this Power of Attorney by replacing the functional pages of a document truly signed by O'Connor with a page purportedly granting Power of Attorney from O'Connor to Lucier.

4. A check payable to Dennis Martinez for his purported sale of 34 Birchwood Drive, Marlboro, Massachusetts in the amount of \$94,237.57. Mr. Martinez did not knowingly give this Power of Attorney to Passell or any other person.

5. A check payable to Edward and Donna Ramstrom for their purported sale of 47 Campground Road, West Boylston, Massachusetts in the amount of \$72,604.27. Mr. & Mrs. Ramstrom did not knowingly give this Power of Attorney to Passell or any other person.

6. A check payable to Penny L. Berry for her purported sale of 35 Field Street, Auburn, Massachusetts in the amount of \$121,375.47. Ms. Berry believed that Allen Seymour was assisting her with a refinance of her existing mortgage and did not believe she was selling the property. Ms. Berry did not knowingly give this Power of Attorney to Passell or any other person. Seymour had earlier forged this Power of Attorney by replacing the functional pages of a document truly signed by Ms. Berry with a page purportedly granting Power of Attorney from Ms. Berry to Passell.

7. A check payable to Lynn A. Keefe for her purported sale of 262-264 Lovell Street, Worcester, Massachusetts in the amount of \$219,787.55. Ms. Keefe did not knowingly give this Power of Attorney to Passell or any other person; and

8. A check payable to Thomas F. Carroll for his purported sale of 149 Main Street, Oxford, Massachusetts in the amount of \$94,801.84. Mr. Carroll did not knowingly give this Power of Attorney to Passell or any other person.

The total dollar amount of the checks cashed using false powers of attorney by Seymour is \$910,727.31.

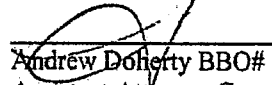
E. Larceny

One homeowner, David Chubka, was aware that Seymour had arranged for the sale of Chubka's home and was aware of the purchase price. Seymour convinced this homeowner to invest thousands of dollars in proceeds from the sale of the property with Seymour's "real estate investment company". Rather than invest this money, Seymour simply cashed the check as he had the others. Despite the fact that Seymour had cashed Chubka's sixty-one thousand dollar proceeds check, Chubka only received a few hundred dollars in return for his "investment".

Although Seymour arranged for a few monthly payments towards some of the investor's new mortgages on these properties, Seymour eventually abandoned the investors⁴. Of the twelve lenders Seymour is charged with defrauding, nine have foreclosed on the properties, and the remaining three have filed complaints to foreclose. Most of the homeowners who trusted Allen Seymour are no longer in the homes they had tried to save. In connection with the facts described above, Seymour is charged with twelve counts of Inducing Another to Part with Property by False Pretense G.L. c. 266 § 34, eight counts of Uttering of a False Power of Attorney G.L. c. 267 § 5, four counts of Forgery of a Power of Attorney G.L. c. 267 § 1, and one count of Larceny over \$250, G.L.c. 266 § 30.

Respectfully Submitted,

MARTHA COAKLEY
ATTORNEY GENERAL


Andrew Doherty BBO# 654842
Assistant Attorney General
Criminal Bureau
One Ashburton Place
Boston, Massachusetts 02108
(617) 727-2200 x 2564

Date: August 12, 2010

⁴ It should be noted that Seymour abandoned several investors well before he was arrested attempting to flee the country with over one million dollars in embezzled funds unrelated to this scheme; a crime for which he has been in federal custody since February, 2008.

ATTACHMENT "A"

Property Address	What Homeowner believed	What The Lender Believed	Amount wired to Lender	"Seller's" proceeds check	Foreclosed?
26 Field Street, Auburn	Transferring Title and receiving a "Reverse Mortgage" with a "Lifetime Lease". Not selling the property, not aware of purchase price	Homeowner selling property for \$275,000.00	\$221,914.17	\$103,057.52	Yes
3 Dresser Hill Road, Dudley	Receiving \$40,000.00 and a Reverse Mortgage with fixed monthly payments of \$700-\$800. Not selling property, not aware of a purchase price	Homeowner selling property for \$300,000.00	\$279,299.95	\$152,603.05*	Yes
27 Temple Drive, Southbridge	Transferring Title and receiving right to a ten year lease	Homeowner selling property for \$189,900.00	\$182,322.34	\$36,535.61	Yes
1111 Millbury Street, Worcester	Seymour refinancing his property, not transferring title, not selling property	Homeowner selling property for \$230,000.00	\$229,357.90	\$155,317.56*	No, Complaint Filed
34 Birchwood Drive, Marlborough	Selling property for approximate value of the mortgages thereon, roughly \$350,000.00.	Homeowner selling property for \$370,000.00	\$354,719.83	\$94,237.57*	Yes
47 Campground Road, West Boylston	Selling property for approximate value of the mortgages thereon, roughly \$240,000.00.	Homeowner selling property for \$310,000.00	\$286,634.61	\$72,604.27*	Yes
10 Glenview Avenue, Southbridge	Transferring title to property for approximate value of existing mortgage, approximately \$101,000.00 in exchange for "lifetime lease with rent fixed at \$729.00 per month	Homeowner selling property for \$220,000.00	\$176,363.54	\$85,152.06	Yes
191 Main Street, Oxford	Selling property for \$130,000.00	Homeowner selling property for \$205,000.00	\$184,833.02	\$151,485.33	Yes
622 Main Street, Oxford	Nothing, homeowner no longer owned property, it had been foreclosed on. Seymour was winning bidder at foreclosure auction for \$191,300.00, although he assigned his bid to co-defendant Jason Passell.	Original Homeowner selling property for \$310,000.00	\$273,944.07	\$73,226.67	Yes
35 Field Street, Auburn	Seymour refinancing property. No transfer of title, no sale of property.	Homeowner selling property for \$285,000.00	\$274,367.83	\$121,375.47*	No, Complaint Filed
262-264 Lovell Street, Worcester	Lifetime lease with no transfer of title. Not selling the property and unaware of purchase price.	Homeowner selling property for \$290,000.00	\$259,183.40	\$219,787.55*	No, Complaint Filed
149 Main Street, Oxford	Selling property for \$180,000.00	Homeowner selling property for \$300,000.00	\$235,302.22	\$94,801.84*	Yes

* - Indicates Seymour charged with Uttering false Power of Attorney to cash this check

EXHIBIT C

Grand Jury Charges – Allen Seymour

09-1190-3

Uttering Of False Or Forged
Power Of Attorney
G.L. c. 267, § 5

Commonwealth of Massachusetts

Worcester, To Wit:

At the SUPERIOR COURT, begun and holden at the CITY OF
WORCESTER, within and for the County of Worcester, on the First Monday of July in the year
two thousand and nine,

THE JURORS for the COMMONWEALTH OF MASSACHUSETTS on their oath present,

That Allen Seymour

on or about September 13, 2006, within the county of Worcester aforesaid, with intent to
injure or defraud, did utter and publish as true a certain instrument purporting to be a
power of attorney from William H. Smith and Laureen Smith, well knowing the same to be
false, forged, or altered, in violation of G.L. c. 267, § 5.

Against the peace of said Commonwealth, and contrary to the form of the statute in such
case made and provided.

A true bill.

[Signature]
Foreperson of the Grand Jury.

[Signature]
Assistant Attorney General.

Superior Court

25th day - Returned by the Grand Jury and filed in Court.

[Signature] Sept. 2007

[Signature]
Assistant Clerk

09-1190-1

Forgery Of Power Of Attorney
G.L. c. 267, § 1

Commonwealth of Massachusetts

Worcester, To Wit:

At the **SUPERIOR COURT**, begun and holden at the **CITY OF WORCESTER**, within and for the County of Worcester, on the First Monday of July in the year two thousand and nine,

THE JURORS for the **COMMONWEALTH OF MASSACHUSETTS** on their oath present,

That **Allen Seymour**

between on or about **June 28, 2006** and on or about **September 13, 2006**, within the county of Worcester aforesaid, with intent to injure or defraud, did falsely make, alter, forge or counterfeited a certain instrument purporting to be a power of attorney from **William H. Smith and Laureen Smith**, in violation of G.L. c. 267, § 1.

Against the peace of said Commonwealth, and contrary to the form of the statute in such case made and provided.

A true bill.

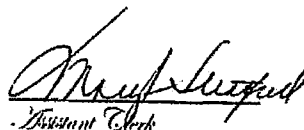

Foreperson of the Grand Jury.


Attorney General.

Superior Court

Sept. Term. 2009

25th day - Returned by the Grand Jury and filed in Court.


Assistant Clerk

09-1190

Inducement To Part With Property
By False Pretence
G.L. c. 266, § 34

Commonwealth of Massachusetts

Worcester, To Wit:

At the SUPERIOR COURT, begun and holden at the CITY OF
WORCESTER, within and for the County of Worcester, on the First Monday of July in the year
two thousand and nine,

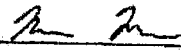
THE JURORS for the COMMONWEALTH OF MASSACHUSETTS on their oath present,

That Allen Seymour

between on or about June 28, 2006 and on or about September 13, 2006, within the county of
Worcester aforesaid, with intent to defraud and by a false pretence, to wit: that William
Howard Smith and Laureen Smith were selling the property at 3 Dresser Hill Road,
Dudley, Massachusetts for the consideration of \$300,000.00, did induce a mortgage lender
to part with property valued in excess of two hundred fifty dollars, in violation of G.L. c.
266, § 34.

Against the peace of said Commonwealth, and contrary to the form of the statute in such
case made and provided.

A true bill.



Foreperson of the Grand Jury.


Assistant Attorney General.

Superior Court

25th

day Returned by the Grand Jury and filed in Court.


Sept. Sittings, 2009

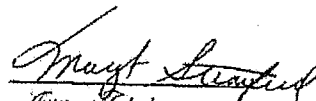

Assistant Clerk

EXHIBIT D

Commonwealth's Statement of the Case – Judith Piette

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT DEPARTMENT
DOCKET 2009-1192

COMMONWEALTH 20 09 Filed in Court 10/29
 v. Lemire
 JUDITH PIETTE Attest Kevin M. Geller
 Assistant Clerk-Magistrate

COMMONWEALTH'S STATEMENT OF THE CASE

Now comes the Commonwealth, and respectfully submits this Statement of the Case. This document is not a full and complete recitation of the facts that support the indictments in the above-numbered case, and is not meant to be a Bill of Particulars. The purpose of this document is to aid the Court, defense counsel, and the probation department in assessing the general nature and circumstances of the crimes alleged.

I. Summary

On four occasions between June, 2006 and September, 2007 Judith Piette, a notary public, signed a statement indicating that an individual had personally appeared before her and acknowledged an instrument to be signed by them voluntarily for the document's intended purpose. In fact, the persons signing the document had not appeared before her, and Piette falsely notarized the documents. These falsely notarized documents were later used to cash homeowner's proceeds check in a large mortgage fraud scheme.

II. The Mortgage Fraud Scheme.A. Control of the Property

The mortgage fraud scheme may be described as follows: Co-defendant Allen Seymour targeted properties in danger of foreclosure. He personally approached the owners of these properties and presented a variety of rescue options. For those homeowners who merely wished to sell their properties to avoid foreclosure, Seymour offered to purchase the property for the amount owed to the foreclosing lenders. For the several homeowners who wanted to remain in their homes, Seymour presented rescue plans which ranged from "lifetime leases" and "reverse mortgages" to a simple refinance. Some of these homeowners were told they would need to transfer title to the property to an "investor", and some were not. Seymour had some of these homeowners sign innocuous documents to begin the process. The innocuous pages of the signed

document were then discarded and substituted with pages purporting to grant Power of Attorney from the homeowner to associates of Seymour's.

B. Control of the "Investor"

Simultaneously, Seymour found individuals with good credit and in interest in investing in real estate. Many of these "investors" were told they would be helping homeowners in danger of losing their homes to foreclosure. Seymour told several of these investors that the purchase would only be temporary, and the homeowners would purchase the property back from them after Seymour repaired the homeowner's credit. Others were told that Seymour's company would repair and rehabilitate the properties, and then sell them at a profit, to be shared by Seymour and the investors. Seymour promised several investors that he would assist in making the mortgage payments for the loans used to purchase the properties.

None of the proposals made to these "investors" matched the transactions presented to the homeowners. The investors were not told of the "lifetime leases" and "reverse mortgages" Seymour had promised to the homeowners.

C. The Closing

Nearly three million dollars in loans were obtained for these purchases. Loan documents indicate the lender believed the purchase price was far greater than the amount the homeowner was selling the property for, if in fact the homeowner knew they were selling the property at all.

Closing attorney and co-defendant Raymond Desautels III conducted each of the real estate closings for Seymour. The homeowners never attended these closings, as their documents were signed using a false Power of Attorney. After receiving the lender's money funding the transaction, Desautels issued a proceeds check payable to the homeowners and based on the fictitious purchase price. These checks were then cashed.

III. Piette notarized documents without the presence of the signor

Seymour and, on one occasion, co-defendant Jason Passell, brought documents signed by the distressed homeowners to notary public Judith Piette. The homeowners were not present at this time, nor were they known to Piette. Nevertheless Piette signed the notary clause on these documents (also known as a "jurat"), stating that person who signed the document had personally appeared before her and acknowledge they had signed the document voluntarily and for its intended purpose. This statement was false. Documents falsely notarized by Piette were used as follows:

1. A Power of Attorney falsely notarized by Piette was used to cash a check payable to William & Laureen Smith in the amount of \$152,603.05. This check was the proceeds of a "sale" of their home of 30 years. The Smiths were unaware they had sold their property and unaware of the Power of Attorney used in their names.

2. A Power of Attorney falsely notarized by Piette was used to cash a check payable to Dennis and Susan Fountain in the amount of \$72,572.36. The Fountains were unaware of the Power of Attorney used in their names.

3. A Power of Attorney falsely notarized by Piette was used to cash a check payable to Thomas Carroll in the amount of \$94,801.84. Mr. Carroll was unaware of the Power of Attorney used in his name.

4. A Power of Attorney falsely notarized by Piette was used to cash a check payable to Lynn Keefe in the amount of \$219,787.55. Ms. Keefe was unaware of the Power of Attorney used in her name.

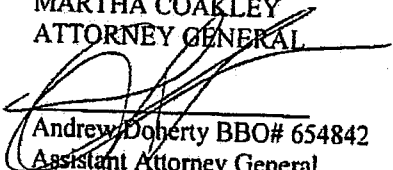
IV. The Notary Public is an Officer of the Commonwealth

A notary public is an officer of the Commonwealth empowered by G. L. c. 222 § 1 to take attestations and acknowledge deeds and other instruments. Central to the official duties of a notary public is the honest attestation to the identity, intent, and willingness of individuals signing deeds and other instruments. Piette, by notarizing documents without the presence of the signor, was acting in her official capacity regarding a material matter.

In an interview Piette admitted she had notarized documents without the presence of the person who signed the documents. Piette is charged with four counts of executing false written reports by a public officer, G.L. c. 268 § 6A.

Respectfully Submitted,

MARTHA COAKLEY
ATTORNEY GENERAL


Andrew Doherty BBO# 654842
Assistant Attorney General
Criminal Bureau
One Ashburton Place
Boston, Massachusetts 02108
(617) 727-2200 x 2564

Date: October 29, 2009

Certificate of Service

I, Andrew Doherty hereby certify that I have, on October 29, 2009, caused a copy of the Commonwealth's Statement of the Case to be served on defendant by hand delivery to defense counsel of record.


Andrew Doherty

EXHIBIT E

Grand Jury Charges – Judith Piette

09-1192

False Written Report By A
Public Officer
G.L. c. 268, § 6A

Commonwealth of Massachusetts

Worcester, To Wit:

At the SUPERIOR COURT, begun and holden at the CITY OF
WORCESTER, within and for the County of Worcester, on the First Monday of July in the year
two thousand and nine,

THE JURORS for the COMMONWEALTH OF MASSACHUSETTS on their oath present,

That Judith Piette

between on or about June 28, 2006 and on or about September 13, 2006, within the county of
Worcester aforesaid, being an officer of the commonwealth, to wit: a notary public, did in
the course of her official duties execute, file, or publish a false written statement, to wit:
that William H. Smith and Laureen Smith did personally appear before her and
acknowledge an instrument, knowing that written statement to be false in a material
matter, in violation of G.L. c. 268, § 6A.

Against the peace of said Commonwealth, and contrary to the form of the statute in such
case made and provided.

A true bill.

[Signature]
Forperson of the Grand Jury.

[Signature]
Assistant Attorney General.

Superior Court

25th day Returned by the Grand Jury and filed in Court.

Sept. 2007

[Signature]
Assistant Clerk

EXHIBIT F

Identity Theft Victim's Complaint and Affidavit –
William Howard Smith

Identity Theft Victim's Complaint and Affidavit

Voluntary form for filing a report with law enforcement, and disputes with credit reporting agencies and creditors about identity theft-related problems. Visit ftc.gov/idtheft to use a secure online version that you can print for your records.

Before completing this form:

1. Place a fraud alert on your credit reports, and review the reports for signs of fraud.
2. Close the accounts that you know, or believe, have been tampered with or opened fraudulently.

About You (the victim)

Now

- (1) My full legal name: William Howard Smith
First Middle Last Suffix
- (2) My date of birth: 02/05/1953
mm/dd/yyyy
- (3) My Social Security number: [REDACTED]
- (4) My driver's license: MA [REDACTED]
State Number
- (5) My current street address:
3 Dresser Hill Road
Number & Street Name Apartment, Suite, etc.
Dudley MA 01571 USA
City State Zip Code Country
- (6) I have lived at this address since January, 1982
mm/yyyy
- (7) My daytime phone: (774) 312-5558
 My evening phone: (774) 312-5558
 My email: N/A

Leave (3) blank until you provide this form to someone with a legitimate business need, like when you are filing your report at the police station or sending the form to a credit reporting agency to correct your credit report.

At the Time of the Fraud

- (8) My full legal name was: William Howard Smith
First Middle Last Suffix
- (9) My address was: 3 Dresser Hill Road
Number & Street Name Apartment, Suite, etc.
Dudley MA 01571 USA
City State Zip Code Country
- (10) My daytime phone: (774) 312-5558 My evening phone: (774) 312-5558
 My email: N/A

Skip (8) - (10) if your information has not changed since the fraud.

Victim's Name _____ Phone number (____) _____ Page 2

About You (the victim) (Continued)**Declarations**

- (11) I ☐ did OR ☒ did not authorize anyone to use my name or personal information to obtain money, credit, loans, goods, or services — or for any other purpose — as described in this report.
- (12) I ☒ did OR ☐ did not receive any money, goods, services, or other benefit as a result of the events described in this report.*
 *We were completely unaware of the "closing" that took place. We did not sign a deed or any other closing documents. However, the perpetrator apparently paid off a mortgage loan in the approximate amount of \$30,000.00 in order to proceed with his transaction.
- (13) I ☒ am OR ☐ am not willing to work with law enforcement if charges are brought against the person(s) who committed the fraud.**
 **Charges have already been brought against several parties involved in the transaction and the perpetrators were convicted.

About the Fraud

- (14) I believe the following person used my information or identification documents to open new accounts, use my existing accounts, or commit other fraud.

Name: Allen Seymour
 First Middle Last Suffix
 Judith Piette

Address: _____
 Number & Street Name Apartment, Suite, etc.

 City State Zip Code Country

(14):
 Enter what you know about anyone you believe was involved (even if you don't have complete information).

Phone Numbers: (____) _____ (____) _____

Additional information about this person: Please see attached documents
respecting the prosecution of Allen Seymour, Commonwealth v. Allen Seymour,
Worcester Superior Court, Docket No. 2009-1190. Also, see attached
documents respecting the prosecution of Judith Piette, Commonwealth v.
Judith Piette, Worcester Superior Court, Docket No. 2009-1192.

Victim's Name _____ Phone number (____) _____ Page 3

- (15) Additional information about the crime (for example, how the identity thief gained access to your information or which documents or information were used):

For further information, please see attached documents respecting the prosecution of Allen Seymour, Commonwealth v. Allen Seymour, Worcester Superior Court, Docket No. 2009-1190. Also, see attached documents respecting

the prosecution of Judith Piette, Commonwealth v. Judith Piette, Worcester Superior Court, Docket No. 2009-1192.

Documentation

- (16) I can verify my identity with these documents:

- ☒ A valid government-issued photo identification card (for example, my driver's license, state-issued ID card, or my passport).
*If you are under 16 and don't have a photo-ID, a copy of your birth certificate or a copy of your official school record showing your enrollment and legal address is acceptable.**

*Driver's license attached.

(16): Reminder:
Attach copies
of your identity
documents
when sending
this form to
creditors
and credit
reporting
agencies.

- ☒ Proof of residency during the time the disputed charges occurred, the loan was made, or the other event took place (for example, a copy of a rental/lease agreement in my name, a utility bill, or an insurance bill).**

**Deed attached.

About the Information or Accounts

- (17) The following personal information (like my name, address, Social Security number, or date of birth) in my credit report is inaccurate as a result of this identity theft:

(A) N/A

(B) _____

(C) _____

- (18) Credit inquiries from these companies appear on my credit report as a result of this identity theft:

Company Name: N/A

Company Name: _____

Company Name: _____

Victim's Name ☐ ☐ ☐ ☐ Phone number () ☐ Page 4

(19) ☐ Below are details about the different frauds committed using my personal information.

Fremont Investment and Loan,
its successors and assigns Theft Department 1-866-771-5152 (fax)

Name of Institution Contact Person Phone Extension

Account Number 7090725552 Routing Number Affected Check Number(s)
Account Type ☐ Credit ☐ Bank ☐ Phone/Utilities ☒ Loan
☐ Government Benefits ☐ Internet or Email ☐ Other

Select ONE:

☒ This account was opened fraudulently.

This was an existing account that someone tampered with.

09/13/2006

04/2010

\$300,000.00

Date Opened or Misused (mm/yyyy) Date Discovered (mm/yyyy) Total Amount Obtained (\$)

Name of Institution Contact Person Phone Extension

Account Number Routing Number Affected Check Number(s)

Account Type: Credit Bank Phone/Utilities Loan
Government Benefits Internet or Email Other

Select ONE:

This account was opened fraudulently.

This was an existing account that someone tampered with.

Date Opened or Misused (mm/yyyy) Date Discovered (mm/yyyy) Total Amount Obtained (\$)

Name of Institution Contact Person Phone Extension

Account Number Routing Number Affected Check Number(s)

Account Type: Credit Bank Phone/Utilities Loan
Government Benefits Internet or Email Other

Select ONE:

This account was opened fraudulently.

This was an existing account that someone tampered with.

Date Opened or Misused (mm/yyyy) Date Discovered (mm/yyyy) Total Amount Obtained (\$)

(19):

If there were more than three frauds, copy this page blank, and attach as many additional copies as necessary.

Enter any applicable information that you have, even if it is incomplete or an estimate.

If the thief committed two types of fraud at one company, list the company twice, giving the information about the two frauds separately.

Contact Person: Someone you dealt with, whom an investigator can call about this fraud.

Account Number: The number of the credit or debit card, bank account, loan, or other account that was misused.

Dates: Indicate when the thief began to misuse your information and when you discovered the problem.

Amount Obtained: For instance, the total amount purchased with the card or withdrawn from the account.

Victim's Name _____ Phone number (____) _____ Page 5

Your Law Enforcement Report

- (20) One way to get a credit reporting agency to quickly block identity theft-related information from appearing on your credit report is to submit a detailed law enforcement report ("Identity Theft Report"). You can obtain an Identity Theft Report by taking this form to your local law enforcement office, along with your supporting documentation. Ask an officer to witness your signature and complete the rest of the information in this section. It's important to get your report number, whether or not you are able to file in person or get a copy of the official law enforcement report. Attach a copy of any confirmation letter or official law enforcement report you receive when sending this form to credit reporting agencies.

Select ONE:

- ☒ I have not filed a law enforcement report.
 *This case has already gone to trial and the perpetrators have been convicted. See attached documents.
- ☐ I was unable to file any law enforcement report.
- ☐ I filed an automated report with the law enforcement agency listed below.
- ☐ I filed my report in person with the law enforcement officer and agency listed below.

(20):
 Check "I have not..." if you have not yet filed a report with law enforcement or you have chosen not to. Check "I was unable..." if you tried to file a report but law enforcement refused to take it.

Automated report:
 A law enforcement report filed through an automated system, for example, by telephone, mail, or the Internet, instead of a face-to-face interview with a law enforcement officer.

Law Enforcement Department _____

State _____

Report Number _____

Filing Date (mm/dd/yyyy) _____

Officer's Name (please print) _____

Officer's Signature _____

Badge Number _____

(____) _____
Phone NumberDid the victim receive a copy of the report from the law enforcement officer? ☐ Yes OR ☐ No

Victim's FTC complaint number (if available): _____

Victim's Name _____ Phone number (____) _____ Page 6

Signature**As applicable, sign and date *IN THE PRESENCE OF* a law enforcement officer, a notary, or a witness.**

- (21) I certify that, to the best of my knowledge and belief, all of the information on and attached to this complaint is true, correct, and complete and made in good faith. I understand that this complaint or the information it contains may be made available to federal, state, and/or local law enforcement agencies for such action within their jurisdiction as they deem appropriate. I understand that knowingly making any false or fraudulent statement or representation to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.

William H. Smith
Signature


04/26/2017
Date Signed (mm/dd/yyyy)

Your Affidavit

- (22) If you do not choose to file a report with law enforcement, you may use this form as an Identity Theft Affidavit to prove to each of the companies where the thief misused your information that you are not responsible for the fraud. While many companies accept this affidavit, others require that you submit different forms. Check with each company to see if it accepts this form. You should also check to see if it requires notarization. If so, sign in the presence of a notary. If it does not, please have one witness (non-relative) sign that you completed and signed this Affidavit.

Notary

Witness:

 **RODOLFO FIGUEROA**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 5, 2022
Rodolfo Figueroa
4/26/2017

Signature

Printed Name

Date

Telephone Number

EXHIBIT G

Identity Theft Victim's Complaint and Affidavit – Laureen Smith

Identity Theft Victim's Complaint and Affidavit

Voluntary form for filing a report with law enforcement, and disputes with credit reporting agencies and creditors about identity theft-related problems. Visit ftc.gov/idtheft to use a secure online version that you can print for your records.

Before completing this form:

1. Place a fraud alert on your credit reports, and review the reports for signs of fraud.
2. Close the accounts that you know, or believe, have been tampered with or opened fraudulently.

About You (the victim)

Now

- (1) My full legal name: Laureen Smith
First Middle Last Suffix
- (2) My date of birth: 04/14/1958
mm/dd/yyyy
- (3) My Social Security number: [REDACTED]
- (4) My driver's license: MA [REDACTED]
State Number
- (5) My current street address:
3 Dresser Hill Road
Number & Street Name Apartment, Suite, etc.
Dudley MA 01571 USA
City State Zip Code Country
- (6) I have lived at this address since January, 1982
mm/yyyy
- (7) My daytime phone: (774) 312-5557
 My evening phone: (774) 312-5557
 My email: fibrogirl55@live.com

Leave (3) blank until you provide this form to someone with a legitimate business need, like when you are filing your report at the police station or sending the form to a credit reporting agency to correct your credit report.

At the Time of the Fraud

- (8) My full legal name was: Laureen Smith
First Middle Last Suffix
- (9) My address was: 3 Dresser Hill Road
Number & Street Name Apartment, Suite, etc.
Dudley MA 01571 USA
City State Zip Code Country
- (10) My daytime phone: (774) 312-5557 My evening phone: (774) 312-5557
 My email: fibrogirl55@live.com

Skip (8) - (10) if your information has not changed since the fraud.

Victim's Name _____ Phone number (____) _____ Page 2

About You (the victim) (Continued)**Declarations**

- (11) I ☐ did OR ☒ did not authorize anyone to use my name or personal information to obtain money, credit, loans, goods, or services — or for any other purpose — as described in this report.
- (12) I ☒ did OR ☐ did not receive any money, goods, services, or other benefit as a result of the events described in this report.*
 *We were completely unaware of the "closing" that took place. We did not sign a deed or any other closing documents. However, the perpetrator apparently paid off a mortgage loan in the approximate amount of \$30,000.00 in order to proceed with his transaction.
- (13) I ☒ am OR ☐ am not willing to work with law enforcement if charges are brought against the person(s) who committed the fraud.**
 **Charges have already been brought against several parties involved in the transaction and the perpetrators were convicted.

About the Fraud

- (14) I believe the following person used my information or identification documents to open new accounts, use my existing accounts, or commit other fraud.

Name: Allen Seymour
 First Middle Last Suffix
 Judith Piette

Address: _____
 Number & Street Name Apartment, Suite, etc.

 City State Zip Code Country

Phone Numbers: (____) _____ (____) _____

Additional information about this person: Please see attached documents
respecting the prosecution of Allen Seymour, Commonwealth v. Allen Seymour,
Worcester Superior Court, Docket No. 2009-1190. Also, see attached
documents respecting the prosecution of Judith Piette, Commonwealth v.
Judith Piette, Worcester Superior Court, Docket No. 2009-1192.

(14):
 Enter what
 you know
 about anyone
 you believe
 was involved
 (even if you
 don't have
 complete
 information).

Victim's Name _____ Phone number (____) _____ Page 3

- (15) Additional information about the crime (for example, how the identity thief gained access to your information or which documents or information were used):

For further information, please see attached documents respecting the prosecution of Allen Seymour, Commonwealth v. Allen Seymour, Worcester Superior Court, Docket No. 2009-1190. Also, see attached documents respecting the prosecution of Judith Piette, Commonwealth v. Judith Piette, Worcester Superior Court, Docket No. 2009-1192.

Documentation

- (16) I can verify my identity with these documents:

- ☒ A valid government-issued photo identification card (for example, my driver's license, state-issued ID card, or my passport).
*If you are under 16 and don't have a photo-ID, a copy of your birth certificate or a copy of your official school record showing your enrollment and legal address is acceptable.**
 *Driver's license attached.

(16): Reminder:
 Attach copies
 of your identity
 documents
 when sending
 this form to
 creditors
 and credit
 reporting
 agencies.

- ☒ Proof of residency during the time the disputed charges occurred, the loan was made, or the other event took place (for example, a copy of a rental/lease agreement in my name, a utility bill, or an insurance bill).**

**Deed attached.

About the Information or Accounts

- (17) The following personal information (like my name, address, Social Security number, or date of birth) in my credit report is inaccurate as a result of this identity theft:

(A) N/A

(B) _____

(C) _____

- (18) Credit inquiries from these companies appear on my credit report as a result of this identity theft:

Company Name: N/A

Company Name: _____

Company Name: _____

Victim's Name ☐ ☐ ☐ ☐ Phone number () ☐ ☐ ☐ ☐ Page 4

(19) ☐ Below are details about the different frauds committed using my personal information.

Fremont Investment and Loan,
its successors and assigns Theft Department 1-866-771-5152 (fax)

Name of Institution	Contact Person	Phone	Extension
Account Number 7090725552	Routing Number	Affected Check Number(s)	
Account Type <input type="checkbox"/> Credit <input type="checkbox"/> Bank <input type="checkbox"/> Phone/Utilities <input checked="" type="checkbox"/> Loan	<input type="checkbox"/> Government Benefits <input type="checkbox"/> Internet or Email <input type="checkbox"/> Other		
Select ONE: <input checked="" type="checkbox"/> This account was opened fraudulently. <input type="checkbox"/> This was an existing account that someone tampered with. 09/13/2006 04/2010 \$300,000.00			
Date Opened or Misused (mm/yyyy)	Date Discovered (mm/yyyy)	Total Amount Obtained (\$)	

Name of Institution	Contact Person	Phone	Extension
Account Number	Routing Number	Affected Check Number(s)	
Account Type: Credit Bank Phone/Utilities Loan	Government Benefits Internet or Email Other		

Select ONE:
☐ This account was opened fraudulently.
☐ This was an existing account that someone tampered with.

Date Opened or Misused (mm/yyyy) Date Discovered (mm/yyyy) Total Amount Obtained (\$)

Name of Institution	Contact Person	Phone	Extension
Account Number	Routing Number	Affected Check Number(s)	
Account Type: Credit Bank Phone/Utilities Loan	Government Benefits Internet or Email Other		
Select ONE: <input type="checkbox"/> This account was opened fraudulently. <input type="checkbox"/> This was an existing account that someone tampered with.			
Date Opened or Misused (mm/yyyy)	Date Discovered (mm/yyyy)	Total Amount Obtained (\$)	

(19):

If there were more than three frauds, copy this page blank, and attach as many additional copies as necessary.

Enter any applicable information that you have, even if it is incomplete or an estimate.

If the thief committed two types of fraud at one company, list the company twice, giving the information about the two frauds separately.

Contact Person:
Someone you dealt with, whom an investigator can call about this fraud.

Account Number:
The number of the credit or debit card, bank account, loan, or other account that was misused.

Dates: Indicate when the thief began to misuse your information and when you discovered the problem.

Amount Obtained: For instance, the total amount purchased with the card or withdrawn from the account.

Victim's Name _____ Phone number (____) _____ Page 5

Your Law Enforcement Report

- (20) One way to get a credit reporting agency to quickly block identity theft-related information from appearing on your credit report is to submit a detailed law enforcement report ("Identity Theft Report"). You can obtain an Identity Theft Report by taking this form to your local law enforcement office, along with your supporting documentation. Ask an officer to witness your signature and complete the rest of the information in this section. It's important to get your report number, whether or not you are able to file in person or get a copy of the official law enforcement report. Attach a copy of any confirmation letter or official law enforcement report you receive when sending this form to credit reporting agencies.

Select ONE:

- ☒ I have not filed a law enforcement report.
 *This case has already gone to trial and the perpetrators have been convicted. See attached documents.
- ☐ I was unable to file any law enforcement report.
- ☐ I filed an automated report with the law enforcement agency listed below.
- ☐ I filed my report in person with the law enforcement officer and agency listed below.

(20):
 Check "I have not..." if you have not yet filed a report with law enforcement or you have chosen not to. Check "I was unable..." if you tried to file a report but law enforcement refused to take it.

Automated report:
 A law enforcement report filed through an automated system, for example, by telephone, mail, or the Internet, instead of a face-to-face interview with a law enforcement officer.

Law Enforcement Department _____

State _____

Report Number _____

Filing Date (mm/dd/yyyy) _____

Officer's Name (please print) _____

Officer's Signature _____

Badge Number _____

(____) _____
Phone NumberDid the victim receive a copy of the report from the law enforcement officer? ☐ Yes OR ☐ No

Victim's FTC complaint number (if available): _____

Victim's Name _____ Phone number (____) _____ Page 6

Signature**As applicable, sign and date IN THE PRESENCE OF a law enforcement officer, a notary, or a witness.**

- (21) I certify that, to the best of my knowledge and belief, all of the information on and attached to this complaint is true, correct, and complete and made in good faith. I understand that this complaint or the information it contains may be made available to federal, state, and/or local law enforcement agencies for such action within their jurisdiction as they deem appropriate. I understand that knowingly making any false or fraudulent statement or representation to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.

Samuel Smith
Signature

04/26/2017
Date Signed (mm/dd/yyyy)

Your Affidavit

- (22) If you do not choose to file a report with law enforcement, you may use this form as an Identity Theft Affidavit to prove to each of the companies where the thief misused your information that you are not responsible for the fraud. While many companies accept this affidavit, others require that you submit different forms. Check with each company to see if it accepts this form. You should also check to see if it requires notarization. If so, sign in the presence of a notary. If it does not, please have one witness (non-relative) sign that you completed and signed this Affidavit.

Notary



RODOLFO FIGUEROA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 5, 2022

Witness:

Rodolfo Figueroa
4/26/2017

Signature

Printed Name

Date

Telephone Number

EXHIBIT H

Transcript, Change of Guilty Plea,
Laureen Smith

PAGES: 40

COMMONWEALTH OF MASSACHUSETTS
WORCESTER, SS. SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

* * * * *
COMMONWEALTH OF MASSACHUSETTS *
*
v. * Docket No. 0985CR1190
*
ALLEN SEYMOUR *
*
* * * * *

Change of Plea:
Before the Honorable James R. Lemire

APPEARANCES:

For the Commonwealth:
Massachusetts Attorney General's Office
1 Ashburton Place
17th Floor
Boston, MA 02108
By: Andrew Doherty, AAG

For the Defendant:
Law Office of Kevin C. Larson
19 Salisbury Street
Holden, MA 01520
By: Kevin C. Larson, Esq.

Worcester, Massachusetts
Room 18
November 15, 2010

Claire T. Pender, CVR
Official Court Reporter
Worcester Superior Court
225 Main Street Room 4108
Worcester, MA 01608
claire.pender@jud.state.ma.us

1 (Court in session.)

2 (12:35 a.m.)

3 (Defendant in custody, seated in dock.)

4 THE CLERK: This is Alan Seymour.

5 MR. SEYMOUR: Yes.

6 THE CLERK: Mr. Seymour, raise your right hand,

7 please?

8 (Whereupon the defendant complies and is sworn.)

9 MR. SEYMOUR: I do.

10 THE COURT: What number is this?

11 THE COURT REPORTER: 24.

12 THE COURT: 24. All right. Mr. Doherty, there are 25
13 counts on my list. Is it the Commonwealth's expectation
14 that Mr. Seymour is pleading guilty to all 25 counts?

15 MR. DOHERTY: Your Honor, my apologies. I have 21
16 counts. Is that right?

17 THE COURT: I don't know. I have 25 listed on my
18 list.

19 MR. DOHERTY: Sorry, your Honor. You're right. Yes,
20 your Honor, 25 counts.

21 THE COURT: Kevin, do you have the indictments there?
22 Is it 1 through 25?

23 THE CLERK: Yes.

24 THE COURT: Yes? Okay. That's fine.

1 The counts break down between -- well, let me go over
2 them. There are multiple offenses of larceny over 250,
3 larceny and larceny by false pretense. It looks like
4 they're all larceny by false pretense.

5 Do you have available to the Court the maximum penalty
6 for that offense?

7 MR. DOHERTY: I do, your Honor. It's a five-year
8 State Prison sentence, or two years in the House of
9 Correction.

10 THE COURT: And is there any minimum-mandatory?

11 MR. DOHERTY: No, there isn't, your Honor.

12 THE COURT: And there's also uttering a false document
13 and forgery of a document. The maximum penalty for those
14 offenses?

15 MR. DOHERTY: For each of those it's up to a ten-year
16 State Prison sentence, your Honor.

17 THE COURT: All right. And I'm also aware that three
18 convictions of larceny in one sitting can result in a
19 declaration of a person being a common and notorious thief,
20 Mr. Larson, which carries up to a 20-year maximum penalty,
21 and all the larceny counts would merge into that one
22 combined count of a common and notorious thief.

23 So that would carry up to 20 years without a
24 minimum-mandatory, all right?

25 MR. LARSON: Yes. That's understood, Judge.

1 (The Court speaks with the Clerk.)

2 THE COURT: All right. The question that arose, just
3 so you'll understand, is Ms. Dempsey picked up the fact
4 that the indictment is headed with words: Inducement to
5 part with property by false pretense, under General Laws
6 Chapter 266, Section 34.

7 I questioned whether the common and notorious thief
8 aspect under Chapter 266, Section 40 would apply.

9 I just read Chapter 26, 40, and it uses the word
10 "larceny" as the triggering factor.

11 But then I read 266, 34, which says, "Whoever, with
12 intent to defraud and by a false pretense, induces another
13 to part with property of any kind or with any of the
14 benefits described in the preceding sections shall be
15 guilty of larceny."

16 So because they plead to 266, 34, it results in a
17 guilty of larceny, it would be -- and it's entitled
18 "larceny" -- I would say that common and notorious thief
19 section does apply.

20 So I hope I didn't confuse you.

21 MR. LARSON: No. I understand exactly what you're
22 saying, Judge.

23 THE COURT: All right. Has he been sworn?

24 THE CLERK: Yes, Judge.

25 THE COURT: MR. Seymour, my name is James Lemire. I'm

1 a judge in the Superior Court. I understand you intend to
2 plead guilty to the multiple indictments that we've just
3 discussed here now.

4 Is that your understanding, sir?

5 MR. SEYMOUR: Yes.

6 THE COURT: And before I accept your plea I want you
7 to understand that prior to my being a judge I was an
8 assistant district attorney in Worcester County.

9 I was involved in financial crime investigation
10 involving other aspects in which your name appear.

11 I never formally investigated you or conducted any
12 investigation in my role as an assistant district attorney,
13 but I was aware of your name, along with other names, some
14 of which have already come before me, including
15 Mr. Desautels.

16 There was another individual who pled in federal
17 court, Alan Mason, and just some names that have come up
18 over the years when I was conducting investigations with
19 the district attorney's office.

20 With that in mind, do you have any objection with me
21 hearing the plea.

22 MR. SEYMOUR: No, none at all.

23 THE COURT: All right. I just want to make sure
24 you're fully aware of that, sir, all right?

25 MR. SEYMOUR: Yes.

1 THE COURT: Before I accept your plea I want to go
2 over a series of questions with you. The questions are
3 designed to assure me that your plea is being made of your
4 own free will with knowledge of its consequences, so if at
5 any time I ask you a question that you do not understand,
6 please tell me you do not understand the question and I'll
7 either rephrase it or give you an opportunity to speak to
8 Mr. Larson.

9 Do you understand that, sir?

10 MR. SEYMOUR: Yes. Yes, your Honor.

11 THE COURT: Would you state your full name, age, and
12 place of birth to the Court, please?

13 MR. SEYMOUR: Allen John Seymour; place of birth,
14 Worcester, Massachusetts; age 42.

15 THE COURT: How far did you go in school, sir?

16 MR. SEYMOUR: Tenth grade.

17 THE COURT: Do you have any difficulty speaking or
18 understanding English?

19 MR. SEYMOUR: No.

20 THE COURT: Have you taken or are you under the
21 influence of any drugs or medication or alcohol today?

22 MR. SEYMOUR: None at all.

23 THE COURT: Have you ever been treated for or are you
24 aware of any mental, psychological or emotional conditions
25 from which you suffer?

1 MR. SEYMOUR: Yes.

2 THE COURT: And do any of those conditions affect your
3 ability to understand what's going on around you?

4 MR. SEYMOUR: No.

5 THE COURT: Are you confused in any way at this point
6 in this proceeding?

7 MR. SEYMOUR: No, your Honor.

8 THE COURT: The charges to which you're pleading
9 guilty, do you understand those charges and the
10 indictments; in other words, have you gone over the nature
11 and the elements of those indictments with your attorney?

12 MR. SEYMOUR: Yes, I have, your Honor.

13 THE COURT: And do you understand the maximum
14 penalties that we outlined, including the common and
15 notorious thief aspect of it?

16 MR. SEYMOUR: Yes, your Honor.

17 THE COURT: Now, I understand that the recommendations
18 here are unagreed, meaning your attorney is asking me to
19 impose a sentence that's different than what the government
20 is asking for me to impose.

21 Do you understand that?

22 MR. SEYMOUR: I do.

23 THE COURT: And in that type of situation I would be
24 allowed to give up to what the government is asking for
25 without allowing you to withdraw your plea.

1 If for any reason I were to exceed the government's
2 recommendation, I would then allow you to withdraw your
3 plea.

4 Do you understand that?

5 MR. SEYMOUR: I do, your Honor.

6 THE COURT: By pleading guilty you give up certain
7 rights that I'd like to go over with you.

8 Do you understand you have a right to a fair and
9 impartial trial with or without a jury to determine whether
10 you're guilty or not guilty, sir?

11 MR. SEYMOUR: Yes, your Honor.

12 THE COURT: And do you understand that if you had
13 elected to have a jury trial, the jury would be comprised
14 of citizens from the community and that you could assist
15 your attorney in the selection of those jurors?

16 MR. SEYMOUR: Yes, your Honor.

17 THE COURT: Do you understand that at a jury trial the
18 jury hears all the evidence, they decide whether you're
19 guilty or not guilty, and the judge instructs the jury on
20 the law?

21 Do you understand that?

22 MR. SEYMOUR: I do.

23 THE COURT: At a jury trial you cannot be found guilty
24 unless all 12 jurors unanimously find that you're guilty
25 beyond a reasonable doubt.

1 Do you understand that, sir?

2 MR. SEYMOUR: Yes, your Honor.

3 THE COURT: You'd also have a right to a trial before
4 a judge, alone, where the judge hears the evidence and
5 decides whether you're guilty or not guilty.

6 Do you understand that?

7 MR. SEYMOUR: Yes, your Honor.

8 THE COURT: And do you understand that whether you're
9 tried before a judge or a jury, you're presumed innocent
10 unless you're proven guilty beyond a reasonable doubt?

11 MR. SEYMOUR: Yes, your Honor.

12 THE COURT: At a trial you'd have a right to confront
13 witnesses that testify against you; in other words, to see
14 them testify, to hear them testify, and with the assistance
15 of your attorney to ask them questions.

16 You would also have a right to call your own witnesses
17 and you'd have a right to present evidence in your own
18 defense.

19 Do you understand that?

20 MR. SEYMOUR: Yes, your Honor.

21 THE COURT: By pleading guilty you are giving up your
22 right to confront witnesses that testify against you,
23 you're giving up your right to call your own witnesses, and
24 you're giving up your right to present evidence in your own
25 defense.

1 Do you understand that, sir?

2 MR. SEYMOUR: Yes, your Honor.

3 THE COURT: And is that what you wish to do by
4 pleading guilty here today?

5 MR. SEYMOUR: Yes, your Honor.

6 THE COURT: You presently enjoy a privilege against
7 self-incrimination; that is the right to remain silent
8 regarding these offenses.

9 By pleading guilty, you're waiving that right.

10 Do you understand that?

11 MR. SEYMOUR: Yes, your Honor.

12 THE COURT: The law presumes that you're innocent of
13 each of these offenses unless the government can prove you
14 guilty of each element of each offense beyond a reasonable
15 doubt.

16 By pleading guilty, you're waiving your right to the
17 presumption of innocence and you're waiving your right to
18 force the government to prove you guilty.

19 Do you understand that?

20 MR. SEYMOUR: Yes, your Honor.

21 THE COURT: And is that what you wish to do, sir?

22 MR. SEYMOUR: Yes.

23 THE COURT: If I accept your guilty plea here today,
24 this case essentially comes to an end. Any motions that
25 have been filed and heard by this court, you would be

1 waiving any appellate rights to.

2 Any motions that have been filed and not heard, or any
3 motions that you have simply discussed with your attorney
4 you would be waiving your rights to.

5 Do you understand that?

6 MR. SEYMOUR: Yes, your Honor.

7 THE COURT: I have to advise you that if you're not a
8 citizen of the United States, my acceptance of your guilty
9 plea will have the consequences of deportation, exclusion
10 from admission to the United States, or denial of
11 naturalization pursuant to the laws of the United States.

12 Do you, Mr. Seymour, understand that if you are not a
13 citizen your guilty plea will result in your deportation or
14 your exclusion from admission to this country or will
15 prevent you from becoming a United States citizen?

16 Do you understand that?

17 MR. SEYMOUR: Yes, your Honor.

18 THE COURT: And do you still wish to plead guilty?

19 MR. SEYMOUR: Yes.

20 THE COURT: If I accept your guilty plea here, you
21 will be required within one year to submit a DNA sample to
22 the State Police for inclusion in the State DNA Database.

23 Do you understand that?

24 MR. SEYMOUR: Yes, your Honor.

25 THE COURT: I'm going to ask you to listen to

1 Mr. Doherty, who will outline the facts that he believes he
2 could prove had this case gone to trial.

3 Once he's completed his summary, I'm going to ask you
4 whether you agree with those facts, so please listen
5 carefully.

6 You may be seated while he does that.

7 Mr. Doherty?

8 MR. DOHERTY: Thank you, your Honor.

9 Between September of 2006 and December of 2007, the
10 defendant engaged in a widespread mortgage fraud scheme
11 designed to obtain mortgage lenders' funds for fraudulent
12 purchase transactions in the Worcester County area.

13 The scheme can be described as follows:

14 The defendant paid codefendant Jason Passell, who
15 identified properties in danger of foreclosure, and then
16 personally approached the owners of these properties and
17 presented a variety of rescue scenarios designed to save
18 the homeowners from that foreclosure.

19 I'm speaking generally in these instances, your Honor,
20 because each property that was affected by this was
21 different.

22 But for the homeowners who wanted merely to sell the
23 properties to get away from foreclosure, the defendant
24 offered to purchase the properties in the amount owed to
25 the foreclosing lender.

1 For the several homeowners who wanted to remain in
2 their homes, the defendant presented rescue plans which
3 ranged from lifetime leases and reverse mortgages to a
4 simple refinance.

5 Some of these homeowners were told they would need to
6 transfer title to the property to an investor, and some
7 were not told of the transfer.

8 The defendant had many of these homeowners sign
9 innocuous documents to begin what he described is the
10 process.

11 The innocuous pages of the documents were then
12 discarded and substituted with pages purporting to grant
13 Power of Attorney from the homeowner to associates of
14 Seymour's, including codefendant Jason Passell.

15 With the false Power of Attorney in hand, and the
16 trust of the homeowner, Seymour had acquired the control of
17 the property that he needed.

18 Simultaneously, the defendant found individuals with
19 good credit and an interest in investing in real estate.

20 Many of these so-called investors were told they would
21 be helping homeowners in danger of losing their homes to
22 foreclosure, and he told several of these investors that
23 the purchase would only be temporary and that the
24 homeowners would purchase the property back after the
25 defendant had repaired the homeowners' credit.

1 Others were told that Seymour's company would repair
2 and rehab the properties and then sell them at a profit
3 which was to be shared by the defendant and the investors.

4 The defendant promised several investors that he would
5 assist in making the mortgage payments for the loans they
6 would be using to purchase the properties.

7 It should be noted that none of the proposals made to
8 the investors matched the transactions that had been
9 presented to the foreclosed homeowners, or homeowners in
10 danger of foreclosure.

11 The investors were not told of any lifetime leases or
12 reverse mortgages that Seymour had promised to the
13 homeowners.

14 With the assistant of mortgage broker Erik Tancun, who
15 is currently facing sentencing in this court in December,
16 and closing attorney Raymond Desautels who was sentenced in
17 this court last November, the defendant then orchestrated a
18 real estate closing where the so-called investor purchased
19 the property from the homeowner at an inflated purchase
20 price.

21 Loan documents received from the investors' lenders
22 indicate that lender believed the purchase price was far
23 greater than the amount the homeowner was selling the
24 property for if, in fact, the homeowner knew they were
25 selling the property at all.

1 Closing attorney and codefendant Raymond Desautels
2 conducted each of the real estate closings for Allen
3 Seymour.

4 The homeowners never attended these closings, as their
5 documents were signed using the same false Power of
6 Attorney Seymour had created earlier.

7 After receiving the lenders' money funding these
8 transactions, Desautels issued a proceeds check payable to
9 the homeowners and based on the fictitious purchase price.
10 This check was given to the defendant and later cashed.

11 Your Honor, I'm now going to go into a bit of detail
12 on each of the properties which led to the inducement to
13 part with property larceny charges.

14 The lender for 26 Field Street in Auburn believed the
15 homeowner was selling the property for 275,000, and lent
16 over \$220,000.

17 The homeowner in that case wasn't selling for 275,000,
18 but believed they were receiving a reverse mortgage or
19 lifetime lease and were not selling the property.

20 The lender for the purchase of 3 Dresser Hill Road
21 believed the homeowner was selling the property for
22 \$300,000, and wired over \$270,000 to Mr. Desautels.

23 The homeowner in that case believed that they were
24 going to be receiving a reverse mortgage with a fixed
25 monthly payment of seven to \$800, and would receive

1 \$40,000. They did not believe they were selling the
2 property for 300,000.

3 The property at 27 Temple Drive, the lender believed
4 the homeowner was selling for \$189,900. The homeowner
5 believed they were only transferring title and receiving a
6 10-year lease. They did not believe they were selling the
7 property.

8 The homeowner for 1111 Millbury Street believed only
9 that Allen was refinancing his property and not
10 transferring title and that he was not selling the
11 property, where the lender lent money believing that the
12 homeowner was selling the property for 230,000.

13 The lender for 34 Birchwood Drive in Marlborough
14 believed that the homeowner was selling the property for
15 370,000, when, in fact, the homeowner believed he was only
16 selling it for 350,000, which was the value of the
17 mortgages he had on the property.

18 The homeowner for 47 Campground Road believed that
19 they were selling the property for roughly the value of the
20 mortgages on the property, which was about \$240,000.

21 The lender, which lent \$176,000 for the transaction,
22 believed that the homeowner was selling for 220,000.

23 The property at 191 Main Street, the lender believed
24 the property was being sold for 205,000.

25 The homeowners there believed they were selling the

1 property for 130,000, and the lender in that case lent over
2 \$180,000.

3 The property for 622 Main Street in Oxford, the lender
4 believed that the original homeowner was selling the
5 property for \$310,000, and lent 273,000.

6 In fact, the defendant had purchased the property and
7 won the property at an auction and transferred the property
8 to Jason Passell, and the winning bid at that auction was
9 \$191,000.

10 There was no sale between the investor for this
11 property because the original homeowner had already lost
12 the home due to foreclosure.

13 35 Field Street, the lender believed that the
14 homeowner was selling the property for 285,000. In fact,
15 the homeowner thought she was merely refinancing the
16 property with the defendant and did not think she was
17 selling the property.

18 The property for 262-264 Lovell Street, the lender
19 believed that the homeowner was selling the property for
20 \$290,000, when, in fact, the homeowner believed she was
21 receiving a lifetime lease and that there was no transfer
22 of title. She was not selling the property.

23 Finally, the property at 149 Main Street in Oxford,
24 the lender believed that the homeowner was selling the
25 property for 300,000, when, in fact, the homeowner was only

1 selling the property for \$180,000.

2 In each of those cases for the properties, the lender
3 lent over \$250, leading to the larceny charges.

4 THE COURT: Just so it's clear to the Court, the
5 larceny is from the lenders and not from the property
6 owners, the additional property owners, correct?

7 MR. DOHERTY: That's correct, your Honor. The 12
8 inducement to property is a larceny from the lenders
9 relying on their belief that the property was being sold
10 for that inflated purchase price.

11 THE COURT: And again, I don't mean to be redundant,
12 there is no direct larceny charge from any of the
13 homeowners who originally owned the homes prior to
14 Mr. Seymour getting involved?

15 MR. DOHERTY: Not for those properties. You're
16 correct, your Honor. There is one larceny charge for a man
17 who believed he was investing his proceeds with
18 Mr. Seymour, which I'll get to.

19 THE COURT: Go right ahead.

20 MR. DOHERTY: Thank you, your Honor.

21 With respect to the forgery and uttering charges,
22 Mr. Seymour, accompanied again by the codefendant, Jason
23 Passell, and in one instance a man named Dennis Lucier,
24 took the sellers proceeds check, which is at issue, by
25 Raymond Desautels to a check-cashing operation in

1 Worcester.

2 There they cashed the following checks, each time
3 offering as genuine a Power of Attorney, which was known by
4 Mr. Seymour to be false, and in doing so with an intent to
5 commit fraud:

6 First, a check payable to the owners of 3 Dresser Hill
7 Road in Dudley, in the amount of over \$150,000. This check
8 was cashed.

9 Again, those owners were unaware that they had sold
10 their home. The did not knowingly grant this Power of
11 Attorney to Jason Passell who was named.

12 The defendant then forged his Power of Attorney by
13 replacing the functional pages of the document which had
14 been truly signed by the owners which was purportedly
15 granted Power of Attorney to Jason Passell;

16 two, a check payable to the owners of 20 Park Street
17 in Oxford in the amount of over \$72,000. Although these
18 people who owned 20 Park Street believed they were selling
19 the property, they had specifically told the defendant and
20 Ray Desautels they didn't want to give Power of Attorney to
21 anyone for the transaction.

22 Nevertheless, the defendant forged the Power of
23 Attorney and used that to cash the \$72,000 check, again
24 replacing the functional pages of the document which had
25 been truly signed by the victims with pages purporting to

1 grant Power of Attorney to Jason Passell;

2 three, a check payable to the owner of 1111 Millbury
3 Street was cashed in the amount of over \$150,000. Although
4 the owner was aware -- I'm sorry.

5 The owner wasn't aware that he had just sold his home.
6 He had not knowingly given Power of Attorney and, again,
7 his Power of Attorney was forged by replacing the
8 functional pages of a document which had truly been signed
9 by the owner with pages purporting to grant Power of
10 Attorney;

11 fourth, a check payable to the owner of 34 Birchwood
12 Drive was cashed using a false Power of Attorney. That
13 amount was over \$94,000;

14 fifth, a check payable to the owners of 47 Campground
15 Road in West Boylston in the amount of over \$72,000. That
16 Power of Attorney was not knowingly granted or given and
17 was false;

18 sixth, a check payable to the owner of 35 Field Street
19 in Auburn in the amount of over \$121,000.

20 This was one where the owner believed that the
21 defendant was assisting her with the refinance of her
22 existing mortgage and did not believe that she was selling
23 the property.

24 She didn't give the Power of Attorney knowingly to
25 Jason Passell or any other person.

1 The defendant had earlier forged his Power of Attorney
2 by replacing the functional pages of the document truly
3 signed by the homeowner with a page purporting to grant
4 Power of Attorney from the homeowner to Jason Passell;

5 seventh, a check payable to the owner of 262-264
6 Lovell Street in Worcester in the amount of over \$219,000.

7 This Power of Attorney was not knowingly given by the
8 owner. It was false, and was used as the others were by
9 Mr. Seymour to cash those checks;

10 finally, a check payable to the owner of 149 Main
11 Street was cashed using a false Power of Attorney in the
12 amount of over \$94,000.

13 Finally, your Honor --

14 THE COURT: Well, let me just interrupt you again,
15 Mr. Doherty.

16 MR. DOHERTY: Yes.

17 THE COURT: All the checks that were cashed, those
18 relate to the indictments for uttering and forgery?

19 MR. DOHERTY: That's correct, your Honor.

20 THE COURT: And the amounts that you're talking about,
21 there's again -- and not to be redundant -- those aren't
22 suggested that those amounts were stolen from the property
23 owners --

24 MR. DOHERTY: Well, your Honor --

25 THE COURT: -- or you have not indicted on it?

1 MR. DOHERTY: We have not indicted them as a larceny;
2 however, they were a loss to the homeowners who were denied
3 the opportunity to know what was going on with the
4 transaction or decide what they wanted to do with the
5 check.

6 THE COURT: And once those checks were cashed, were
7 you able to determine where the funds went?

8 MR. DOHERTY: Unfortunately, we heard nothing but
9 rumor, your Honor, and don't know where the roughly one and
10 a half million dollars in total checks cashed is.

11 THE COURT: All right. Go right ahead.

12 MR. DOHERTY: Finally, your Honor, with respect to the
13 larceny charge, one homeowner of 13 Grove Street was aware
14 that the defendant had arranged for the sale of his home
15 and was aware of the purchase price.

16 The defendant convinced this homeowner, rather than to
17 just receive the \$60,000 that he was supposed to receive
18 from the sale, rather to invest the proceeds with the
19 defendant's real estate investment company.

20 However, rather than invest this money, the defendant
21 simply cashed the check as he had the others, and the
22 victim in that case, that homeowner, received only a few
23 hundred dollars in return for his investment.

24 Although the defendant had arranged for a few monthly
25 payments towards some of the investors new mortgages on

1 these properties, the defendant eventually abandoned these
2 properties.

3 And it should be noted that the defendant abandoned
4 these investors well before he was arrested attempting to
5 flee the country with over one million dollars in embezzled
6 funds which are unrelated to this scheme.

7 Of the 12 lenders the defendant is charged with
8 defrauding, all but three have foreclosed on the
9 properties, and the remaining three have complaints filed
10 against him with the Registry of Deeds and the Land Court
11 to foreclose.

12 In connection with these facts, your Honor, the
13 defendant is charged with the 12 counts of inducing another
14 of their private property by false pretense, which is, as
15 you said, a larceny; eight counts of uttering a false Power
16 of Attorney; four counts of forgery of Power of Attorney;
17 and one count of larceny over \$250.

18 THE COURT: All right. Thank you, Mr. Doherty.

19 Mr. Seymour, please stand up.
20 (Whereupon the defendant complies.)

21 THE COURT: Did you hear the facts as stated by the
22 assistant district attorney, sir?

23 MR. SEYMOUR: Yes, I did.

24 THE COURT: I'm sorry. By the assistant attorney
25 general.

1 MR. SEYMOUR: Yes, I did, your Honor.

2 THE COURT: Do those facts fairly and accurately
3 describe your conduct in these matters?

4 MR. SEYMOUR: Yes, your Honor.

5 THE COURT: Is there anything described that you do
6 not believe to be fair or accurate?

7 MR. SEYMOUR: No, your Honor.

8 THE COURT: Do you understand that by pleading guilty
9 you're admitting to the truth of the facts that were stated
10 here just now?

11 MR. SEYMOUR: I do, your Honor.

12 THE COURT: And is that what you wish to do by
13 pleading guilty today?

14 MR. SEYMOUR: Yes, your Honor.

15 THE COURT: Are you pleading guilty, sir, because you
16 are guilty and for no other reason?

17 MR. SEYMOUR: Yes.

18 THE COURT: Have you had sufficient time to go over
19 your case with your attorney and discuss your rights, your
20 defenses, and the consequences of your guilty plea?

21 MR. SEYMOUR: Yes, I have, your Honor.

22 THE COURT: Are you satisfied with Mr. Larson's advice
23 and representation and do you feel as though he has acted
24 in your best interest and fairly represented you?

25 MR. SEYMOUR: Yes, your Honor.

1 THE COURT: Has anyone forced you in any way, or
2 threatened you in order to make you plead guilty here
3 today?

4 MR. SEYMOUR: No, your Honor.

5 THE COURT: Has anyone promised you anything in order
6 to make you plead guilty here today?

7 MR. SEYMOUR: No, your Honor.

8 THE COURT: Are you confused in any way by these
9 proceedings?

10 MR. SEYMOUR: No, your Honor.

11 THE COURT: I have a document in front of me entitled
12 *Waiver of Defendant's Rights*, with your name on it and a
13 signature (indicating).

14 Is that your signature on that document?

15 MR. SEYMOUR: It's mine.

16 THE COURT: And did you have the occasion to either
17 read this document or have it read to you in its entirety
18 today?

19 MR. SEYMOUR: Yes.

20 THE COURT: Do you understand that by signing this
21 document you're acknowledging you're aware of the rights
22 that are within the document and you're, in fact, waiving
23 those rights?

24 MR. SEYMOUR: Yes, your Honor.

25 THE COURT: Are you confused in any way by any of the

1 rights that you're waiving by pleading guilty here today?

2 MR. SEYMOUR: No, your Honor.

3 THE COURT: The defendant may tender his pleas.

4 THE CLERK: Mr. Seymour, Indictment 09-1190-1, larceny
5 over \$250 by false pretense, guilty or not guilty?

6 MR. SEYMOUR: Guilty.

7 THE CLERK: Indictment No. 2, larceny over 250, guilty
8 or not guilty?

9 MR. SEYMOUR: Guilty.

10 THE CLERK: Indictment No. 3, uttering, guilty or not
11 guilty?

12 MR. SEYMOUR: Guilty.

13 THE CLERK: Indictment No. 4, forgery, guilty or not
14 guilty?

15 MR. SEYMOUR: Guilty.

16 THE CLERK: Indictment No. 5, larceny over 250, guilty
17 or not guilty?

18 MR. SEYMOUR: Guilty.

19 THE CLERK: Indictment No. 6, larceny over 250, guilty
20 or not guilty?

21 MR. SEYMOUR: Guilty.

22 THE CLERK: Indictment No. 7, uttering, guilty or not
23 guilty?

24 MR. SEYMOUR: Guilty.

25 THE CLERK: Indictment No. 8, forgery, guilty or not

1 guilty?

2 MR. SEYMOUR: Guilty.

3 THE CLERK: Indictment No. 9, uttering, guilty or not
4 guilty?

5 MR. SEYMOUR: Guilty.

6 THE CLERK: Indictment No. 10, forgery, guilty or not
7 guilty?

8 MR. SEYMOUR: Guilty.

9 THE CLERK: Indictments 11 and 12, larceny over 250,
10 guilty or not guilty?

11 MR. SEYMOUR: Guilty.

12 THE CLERK: Indictment No. 13, uttering, guilty or not
13 guilty?

14 MR. SEYMOUR: Guilty.

15 THE CLERK: Indictment No. 14, larceny, guilty or not
16 guilty?

17 MR. SEYMOUR: Guilty.

18 THE CLERK: Indictment No. 15, uttering, guilty or not
19 guilty?

20 MR. SEYMOUR: Guilty.

21 THE CLERK: Indictment 16, 17, 18 and 19, larceny over
22 250, guilty or not guilty?

23 MR. SEYMOUR: Guilty.

24 THE CLERK: Indictment No. 20, forgery, guilty or not
25 guilty?

1 MR. SEYMOUR: Guilty.

2 THE CLERK: Indictments 21 and 22, uttering false
3 documents, guilty or not guilty?

4 MR. SEYMOUR: Guilty.

5 THE CLERK: 23, larceny over, guilty or not guilty?

6 MR. SEYMOUR: Guilty.

7 THE CLERK: Indictment No. 24, uttering false
8 document, guilty or not guilty?

9 MR. SEYMOUR: Guilty.

10 THE CLERK: Indictment No. 25, larceny over 250,
11 guilty or not guilty?

12 MR. SEYMOUR: Guilty.

13 THE COURT: All right. I accept the change of pleas.
14 I find that there is a factual basis for the guilty
15 pleas;

16 I find that the defendant is not presently under the
17 influence of drugs or alcohol and is not presently
18 suffering from a mental illness or condition that would
19 affect his ability to understand these proceedings;

20 I find that the defendant understands the rights that
21 he is waiving, and is knowingly, willingly, voluntarily and
22 intelligently waiving those rights;

23 I find that the defendant understands the charges to
24 which he's pleading guilty and the consequences of pleading
25 guilty;

1 I find that his pleas of guilty were offered
2 knowingly, willingly, voluntarily and intelligently, and
3 his pleas of guilty are accepted by this Court.

4 Does the Commonwealth move for sentencing?

5 MR. DOHERTY: Yes, your Honor.

6 THE COURT: I'll hear you.

7 MR. DOHERTY: Your Honor, the Commonwealth is
8 recommending that the defendant serve a five-to-seven-year
9 State Prison sentence to be served after the completion of
10 his federal sentence, followed by a five-year probationary
11 period where he be barred from any kind of work in the real
12 estate industry.

13 The defendant -- there's two things, although there's
14 many reasons why the defendant doesn't deserve concurrent
15 time. I'll focus on two.

16 The first is the orchestration of this scheme. Allen
17 Seymour was the center of this scheme which involved,
18 besides the lies to the homeowners, the investors in these
19 properties, and the lenders to these properties, involved
20 the orchestration of a corrupt Notary Public, Judith
21 Piette; a corrupt mortgage broker, Erik Tancun; a corrupt
22 bank employee, Steve Stapleton and Thomas Itemere; corrupt
23 closing attorney Raymond Desautels; and a corrupt, I'm not
24 sure what to call him, a paralegal or a title examiner,
25 Jason Passell.

1 All of those people, in either small ways or large
2 ways, it all comes back to Allen Seymour. And time and
3 time again, with 12 to 14 properties that led to these
4 charges here, you see Allen not just doing the groundwork,
5 but managing the groundwork.

6 The kind of organization to create this enterprise,
7 the whole goal to suck equity out of distressed properties,
8 is troubling, and I think calls for punishment.

9 The second thing I want to focus on is the defendant's
10 targeting of the victims in this case. These were people
11 -- not all of them. Some of them just wanted to sell their
12 homes, and they did.

13 But I'd ask you to look at the homeowner who owns the
14 property at 3 Dresser Hill Road, a person who had owned
15 that home for I believe 20 years. Had built it. It's a
16 log cabin. Lived there for over 20 years. Raised her
17 family there. Had a small mortgage on the property, and at
18 the end of the day didn't think she was selling the
19 property; she was getting foreclosed on, but she wanted to
20 stay.

21 What happens, your Honor, is Mr. Seymour shows up
22 there and tells her exactly what she wants to hear. It
23 wasn't a difficult thing for him, as long as he was willing
24 to give up that boundary that keeps people from lying to
25 people who are in that kind of distress.

1 The homeowner there, for 3 Dresser Hill Road, thought
2 she was getting a reverse mortgage. I don't know what that
3 means. And there's no possible way, having met with some
4 of these homeowners, that they were in any position to be
5 able to understand the truth of what was happening in their
6 lives and the lies that Allen Seymour was telling them.

7 So time and time again, your Honor, you see
8 Mr. Seymour focusing on people absolutely at their most
9 vulnerable, and taking advantage of people who the
10 Commonwealth really has a responsibility to protect and
11 punish those who take advantage of those kinds of people.

12 So, your Honor, I understand five to seven years is a
13 tough sentence, but having met these homeowners and seen
14 what their lives have been like after meeting Allen
15 Seymour, I think that it's a conservative one.

16 Finally, I would just point out Mr. Seymour's
17 sentence, I believe federally, he's going to wrap up
18 towards the end of next year.

19 Your Honor, what Mr. Seymour's done has affected these
20 people, be they the homeowners, investors, the homeowners,
21 the ownership of their property will always forever remain
22 in debt. That's going to last far longer than any sentence
23 he may serve, so I ask that you impose the sentence that we
24 recommend.

25 THE COURT: And again, we use the word "victim." The

1 homeowners here have been victims of none of the crimes
2 other than the forgery or the uttering aspects that you've
3 indicted on, correct?

4 MR. DOHERTY: That's correct, your Honor.

5 THE COURT: And I'm not trying to be difficult.

6 MR. DOHERTY: No.

7 THE COURT: It's just the larcenies, just so I
8 understand, are alleged to be from the lenders who in some
9 instances had people on the inside that were corrupt as
10 well.

11 MR. DOHERTY: That's correct, your Honor. The
12 larceny, as you know, the element there is that you obtain
13 the property of another.

14 Allen Seymour, the way he was able to create these
15 false documents, didn't need to obtain a property. He
16 shuffled it off to an investor. It's not something that --
17 and again, I think this is the Commonwealth being
18 conservative -- it's not something that we chose to go
19 forward on knowing that he had forged documents.

20 THE COURT: No, I understand. But the alleged victims
21 in the larcenies are the lending institutions.

22 MR. DOHERTY: That's correct, your Honor.

23 THE COURT: And were you able to calculate -- I mean,
24 because there's foreclosures that are either pending or
25 ongoing, have you been able to determine the true loss at

1 this point?

2 MR. DOHERTY: That's a tough question, your Honor. Of
3 the nine foreclosures out of the 12 for the inducement to
4 part with property, several of those have been foreclosed
5 on and then sold to third-party purchasers, so people who
6 are really paying a purchase price there.

7 The different between the purchase price from the
8 closing and the purchase prices have been foreclosed
9 third-party buyer is about 45 percent. So not a 45 percent
10 discount. If they're selling for 100,000, the average is
11 they're now selling for \$45,000.

12 Unfortunately, your Honor, I don't have a way of
13 correlating that to the downturn in the market. And that's
14 the nature of the beast. There were three million dollars
15 in loans that were issued --

16 THE COURT: How many?

17 MR. DOHERTY: Three million dollars in loans. There's
18 one and a half million dollars in cashed checks that were
19 cashed using false Powers of Attorney.

20 There was roughly \$750,000 of checks cashed that were
21 cashed from closings where the homeowner didn't believe
22 they were selling.

23 I didn't mention this before, but I believe
24 restitution should be ordered in those cases especially.

25 THE COURT: For the 750,000?

1 MR. DOHERTY: Correct, your Honor. To be disbursed to
2 the homeowners who didn't know that they were selling the
3 property, as well as to David Chubka and anyone who
4 believed they were investing with their proceeds with Allen
5 Seymour.

6 THE COURT: All right. For the record, I do have
7 impact statements from two people that you've submitted.

8 MR. DOHERTY: Thank you. Yes, your Honor. The owners
9 of 35 Mill Street and 3 Dresser Hill both submitted victim
10 impact statements.

11 THE COURT: And I've reviewed those.

12 MR. DOHERTY: Thank you.

13 THE COURT: Is there any further impact statements or
14 does anyone wish to be heard?

15 MR. DOHERTY: There isn't, your Honor. I'd just ask
16 that those be filed with the case.

17 THE COURT: They will be with the probation papers.

18 MR. DOHERTY: Thank you, your Honor.

19 THE COURT: All right. Mr. Larson, I'll hear you.

20 MR. LARSON: Thank you, Judge.

21 Judge, Mr. Seymour's asking that you consider giving
22 him a concurrent sentence with the sentence that he's
23 presently serving in federal court, with a period of
24 probation to run from and after.

25 Mr. Seymour's 42 years old. He was born and raised

1 here in Worcester. He went to North High School.

2 He was a chef for approximately 14 years. He's
3 married to his wife, Tina, who is present in court, your
4 Honor.

5 Together, they have five children, ages 20, 18, 16, 14
6 and 12, and they are also in court, along with his in-laws.

7 He actually was a chef for 14 years before he was out
8 of work on disability for a time due to his mental health
9 issues. He does suffer from anxiety and bipolar disorder.
10 He's been receiving treatment, medication and treatment
11 since he was 20 years old for those conditions.

12 Eventually he went back to work and he got into real
13 estate and he began flipping houses. And he was doing so
14 legitimately, I'll say, for a number of years before he
15 tells me he was approached by Attorney Desautels and this
16 whole scheme, so to speak, began.

17 Factually, Judge, he agrees with all the facts as they
18 were read, but some additional points that I'd like the
19 Court to consider.

20 Mr. Seymour disagrees that he was the mastermind of
21 this operation. There's no question he was an integral
22 part of it and there's no question he knew what was going
23 on and he knew what he was doing was wrong. I think it was
24 a situation where it happened once, it worked, and then
25 sort of greed took over at that point.

1 But there were, as Mr. Doherty said, there was a
2 number of other players, and each one of them I would
3 suggest is at least equally integral.

4 He needed to have a crooked appraiser. He needed to
5 have crooked bank employees. He needed to have a crooked
6 mortgage officer. And, most importantly, he needed to have
7 a crooked attorney to pull this scheme off. And I would
8 suggest that they were all equally integral to the
9 operation and ask that you consider that in crafting your
10 punishment for Mr. Seymour.

11 The guidelines, Judge, do call for a one-to-three-year
12 prison sentence. He's asking that you impose a sentence
13 within the guidelines, and, as I said, concurrent, and in
14 light of the other sentences individuals have received in
15 this case.

16 THE COURT: All right. And for the record, I did
17 receive a number of letters on his behalf. Four of his
18 children, I think two sisters-in-law, his mother-in-law and
19 his wife, and I did read those.

20 MR. LARSON: That's correct, Judge. Yes.

21 THE COURT: Anything further?

22 MR. LARSON: Nothing further.

23 THE COURT: Can I see probation and the Clerk at
24 sidebar?

25 Any sentence I impose would be subject to Mr. Seymour

1 signing a voluntary waiver to return and not to contest
2 extradition.

3 MR. LARSON: Understood, Judge, and he's already
4 signed that.

5 THE COURT: All right. Mr. Seymour, would you just
6 stand up for one second, sir?

7 (The defendant complies.)

8 THE COURT: The document that your attorney just
9 handed in is a voluntary waiver to contest extradition,
10 sir. And you've had the opportunity to go over that with
11 your attorney, and you're signing this on your own free
12 will?

13 MR. SEYMOUR: Yes, your Honor.

14 THE COURT: Mr. Larson, what's his expected -- how
15 much time does he have left on the federal sentence?

16 MR. LARSON: He's anticipating being released in
17 October of 2011. He doesn't know the exact date, but
18 that's his anticipated release date.

19 (Sidebar with the Clerk and Probation Officer Del Negro,
20 not recorded.)

21 THE CLERK: Mr. Seymour, on Indictments 1, 2 and 5,
22 these are the first three indictments presenting inducement
23 of private property by false pretense, the Court
24 adjudicates you a common and notorious thief and orders
25 that you be punished by confinement to the

1 Mass. Correctional Institution at Cedar Junction for not
2 less than two, nor more than two and one half years.

3 This sentence is to be served on and after any
4 sentence you are now serving.

5 You will be given credit in the amount of 95 days.

6 On Indictments 6, 11, 12, 14, 16, 17, 18, 19, 23 and
7 25, all presenting larceny, they'll be merged as a common
8 and notorious thief.

9 On Indictments 3, 4, 7, 8, 9, 10, 13, 15, 20, 21, 22
10 and 24, the Court having considered the offenses of which
11 you stand convicted orders that you be placed on probation
12 for a period of five years.

13 That period of probation is to commence from and after
14 09-1190-1.

15 There will be a \$65-a-month probation supervision fee;
16 restitution in the amount of \$750,000.

17 You will be eligible for a restitution hearing upon
18 your release from incarceration upon filing of the motion.

19 You are banned from the real estate industry.

20 There will be a \$90-victim/witness fee.

21 During the five-year period you're on probation, do
22 you recognize with the probation department, and you with
23 the defendant?

24 Allen Seymour, you are notified of your right within
25 10 days to appeal to the appellate division of this court

1 for review of sentence imposed upon you.

2 Mr. Sheriff, Mr. Seymour is in your custody under
3 sentence.

4 THE COURT: All fees are to be paid during probation.

5 MR. DOHERTY: Thank you, your Honor.

6 MR. LARSON: Thank you, Judge.

7 THE COURT: Thank you.

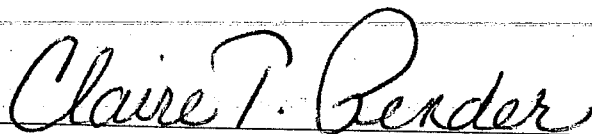
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C E R T I F I C A T I O N

I, CLAIRE T. PENDER, AN OFFICIAL COURT REPORTER IN AND FOR THE COMMONWEALTH OF MASSACHUSETTS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND ACCURATE TRANSCRIPT FROM THE RECORD OF THE COURT PROCEEDINGS IN THE ABOVE ENTITLED MATTER.


I, CLAIRE T. PENDER, FURTHER CERTIFY THAT THE FOREGOING IS IN COMPLIANCE WITH THE ADMINISTRATIVE OFFICE OF THE TRIAL COURT DIRECTIVE ON TRANSCRIPT FORMAT.

I, CLAIRE T. PENDER, FURTHER CERTIFY THAT I NEITHER AM COUNSEL FOR, RELATED TO, NOR EMPLOYED BY ANY OF THE PARTIES TO THE ACTION IN WHICH THIS HEARING WAS TAKEN AND, FURTHER, THAT I AM NOT FINANCIALLY NOR OTHERWISE INTERESTED IN THE OUTCOME OF THE ACTION.



CLAIRE T. PENDER, CVR
OFFICIAL COURT REPORTER
PROCEEDINGS RECORDED BY STENOMASK.
TRANSCRIPTS PRODUCED FROM COMPUTER.

WORCESTER SUPERIOR COURT
225 MAIN STREET/ROOM 4108
WORCESTER, MA 01608
508.831.2318
claire.pender@jud.state.ma.us

CLERK'S NOTICE	DOCKET NUMBER 1385CV00763	Trial Court of Massachusetts The Superior Court 
CASE NAME: Michael Earielo vs. Com of Mass et al		Dennis P. McManus, Clerk of Courts
TO: File Copy		COURT NAME & ADDRESS Worcester County Superior Court 225 Main Street Worcester, MA 01608
<p>You are hereby notified that on 07/06/2017 the following entry was made on the above referenced docket:</p> <p>Endorsement on Motion to amend his complaint to name additional parties (unopposed as to existing parties) (#41.0): ALLOWED</p> <p>Plaintiff is to serve amended complaint on 2 additional parties in accordance with the rules.</p>		
DATE ISSUED 07/10/2017	ASSOCIATE JUSTICE/ ASSISTANT CLERK Hon. Janet Kenton-Walker	SESSION PHONE# (508)831-2357

7/10

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY, SS:

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. 1785CV00763B

WILLIAM HOWARD SMITH and
LAUREEN SMITH,

Plaintiffs,

v.

HSBC BANK USA, NATIONAL ASSOCIATION,
AS TRUSTEE FOR FREMONT HOME LOAN
TRUST 2006-E MORTGAGE-BACKED
CERTIFICATES, SERIES 2006-E,

Defendant.

FILED

JUL 10 2017

ATTEST:

Debra Hall CLERK

9#

NOTICE OF FILING NOTICE OF REMOVAL

TO: Civil Clerk's Office
Worcester Superior Court
225 Main Street
Worcester, MA 01608

Michele Unger Callahan, Esq.
19 Pierce Avenue, Suite C
PMB #19
Fitchburg, MA 01420

Pursuant to 28 U.S.C. § 1446(d), Defendant HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E ("HSBC Bank") hereby gives written notice that on June 28, 2017, HSBC Bank filed a Notice of Removal in the subject action from the Trial Court of Commonwealth of Massachusetts, Worcester Superior Court Department, to the United States District Court for the District of Massachusetts. A copy of the Notice of Removal is attached hereto as Exhibit A. Pursuant to 28 U.S.C. § 1446(d), the state court shall proceed no further.

Respectfully submitted,

HSBC BANK USA, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
FREMONT HOME LOAN TRUST 2006-E
MORTGAGE-BACKED CERTIFICATES,
SERIES 2006-E,

By Its Attorneys



Samuel C. Bodurtha, BBO #
Matthew R. Shechtman, BBO #678523
HINSHAW & CULBERTSON LLP
28 State Street, 24th Floor
Boston, MA 02109
Tel: 617-213-7000/Fax: 617-213-7001
Email: sbodurtha@hinshawlaw.com
mshechtman@hinshawlaw.com

Dated: July 6, 2017

CERTIFICATE OF SERVICE

I, Matthew R. Shechtman, hereby certify that on this 7th day of July 2017, I served a true and accurate copy of the foregoing document to counsel of record by first class mail as follows:

Michele Unger Callahan, Esq.
19 Pierce Avenue, Suite C
PMB #19
Fitchburg, MA 01420



Matthew R. Shechtman

A true copy by photostatic process
Attest: 
Asst. Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

WILLIAM HOWARD SMITH and
LAUREEN SMITH,

Plaintiffs,

v.

HSBC BANK USA, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
FREMONT HOME LOAN TRUST 2006-E
MORTGAGE-BACKED CERTIFICATES,
SERIES 2006-E,

Defendant.

CIVIL ACTION NO. 4:17-cv-40100

FILED

JUL 10 2017

ATTEST:

[Signature] CLERK

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NOTICE OF REMOVAL

To: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF MASSACHUSETTS

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E Mortgage-Backed Certificates, Series 2006-E ("HSBC Bank") hereby files this Notice of Removal in the above-captioned action and sets forth below the grounds for removal:

1. On or about May 10, 2017, the Plaintiffs, William Howard Smith and Laureen Smith (the "Plaintiffs"), filed a Complaint in the Worcester County Superior Court against HSBC Bank.
2. The Complaint alleges claims against HSBC Bank for (i) Invalid Chain of Title; (ii) Forgery and Fraud; (iii) Negligent Infliction of Emotional Distress; and (iii) Violation of the Massachusetts Consumer Protection Act.

I hereby certify on 6-29-17 that the foregoing document is true and correct copy of the

- ☐ electronic docket in the captioned case
☒ electronically filed original filed on 6-28-17
☐ original filed in my office on _____

Robert M. Farrell
Clerk, U.S. District Court
District of Massachusetts

By: *[Signature]*
Deputy Clerk

3. The United States District Court for the District of Massachusetts has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because the action is between citizens of different states and the matter-in-controversy exceeds the sum or value of \$75,000.00.

4. The Plaintiffs are citizens of Massachusetts as they reside in Dudley, Massachusetts. (Complaint ¶ 1.)

5. HSBC Bank is a national banking association organized and existing under the laws of the United States of America with its main office as designated in its Articles of Association in McLean, Virginia. For purposes of removal, HSBC Bank is a citizen of Virginia. *See Wachovia Bank v. Schmidt*, 546 U.S. 303, 307 (2006) (“a national bank, for § 1348 purposes, is a citizen of the State in which its main office, as set forth in its articles of association, is located”).

6. Accordingly, the Plaintiffs and HSBC Bank are citizens of different states for diversity purposes. The complete diversity requirement of 28 U.S.C. § 1332(a)(1) is satisfied in this case.

7. Plaintiff's Complaint seeks, among other things, a declaration of rights based upon a loan in the original principal amount of \$285,000.00, secured by aa mortgage on real estate located at 3 Dresser Hill Road, Dudley, Massachusetts. (Complaint, p 13.)

8. Where the right to enforce a mortgage loan is at issue, the original principal amount of the mortgage constitutes the amount in controversy for diversity jurisdiction purposes. *See McKenna v. Wells Fargo Bank, N.A.*, 693 F.3d 207, 211-12 (1st Cir. 2012) (considering, among other potential tests, the loan amount as amount in controversy in cases where complaint seeks to invalidate a loan secured by a mortgage).

9. The amount-in-controversy, therefore, exceeds \$75,000.00, exclusive of interest and costs.

10. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b)(1). The Plaintiffs served process on the registered agent for HSBC Bank on June 8, 2017. HSBC Bank's 30 day deadline to remove is therefore June 28, 2017.

11. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders served on HSBC Bank are attached hereto as Exhibit A.

12. HSBC Bank will provide written notice of the filing of this Notice of Removal as required by 28 U.S.C. § 1446(d), including filing a certified copy of this Notice of Removal with the clerk of Worcester Superior Court.

WHEREFORE, this action should be removed to the United States District Court for the District of Massachusetts.

Respectfully submitted,

HSBC BANK USA, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
FREMONT HOME LOAN TRUST 2006-E
MORTGAGE-BACKED CERTIFICATES,
SERIES 2006-E

By Its Attorneys

/s/ Samuel C. Bodurtha

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Tel: 617-213-7000/Fax: 617-213-7001
Email: sbodurtha@hinshawlaw.com
mshechtman@hinshawlaw.com

Dated: June 28, 2017

CERTIFICATE OF SERVICE

I, Samuel C. Bodurtha, hereby certify that the documents filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as nonregistered participants on June 28, 2017.

/s/ Samuel C. Bodurtha

Samuel C. Bodurtha

A true copy by photostatic process

Attest:

[Signature]
Asst. Clerk